PSA System Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Chula Vista, CA ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1   EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through F will be resolved in their listed order.

Exhibit A		Software License Agreements
	A-1	Motorola "Software License Agreement"
	A-2, 3 &4	Microsoft "End-User License Agreement(s)", if applicable
Exhibit B		[Intentionally Omitted.]
Exhibit C		"Technical and Implementation Documents"
	C-1	"Pricing Summary & Equipment List" dated May 24, 2016
	C-2	"Technical & Implementation Documents" dated May 24, 2016
	C-3	"Acceptance Test Plan" or "ATP" (to be mutually developed during implementation)
	C-4	"Performance Schedule" dated May 24, 2016
Exhibit D		"Maintenance and Support Agreement"
Exhibit E		"System Acceptance Certificate"
Exhibit F		"Three Party Master Depositor Escrow Service Agreement" (Not applicable)

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1.   "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2.   "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.3.   "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.4.   "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.5.   "Effective Date" means that date upon which the last Party executes this Agreement.

2.6.   "Equipment" means the equipment listed in the Bill of Materials that Customer purchases from Motorola under this Agreement.

2.7.   "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.8.   "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.9 "Microsoft Product" means a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, either or both of which may be integrated with the Motorola Products. Microsoft Products are subject to the following acknowledgement: "© Copyright 20__ Microsoft Corporation. All rights reserved."

2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11. "Non-Motorola Software" means Software that another party owns.

2.12. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.13 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17. "System" means the Equipment, Software, services, supplies, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3   SCOPE OF AGREEMENT AND TERM

3.1.   SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.   CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3.   TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4.   ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES. For three (3) years after the Effective Date, Customer may order additional Equipment, Software or services if they are then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Title and risk of loss to additional Equipment will pass at shipment; warranty will commence upon delivery; and payment is due

within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped, Software is licensed, or, for services, on a monthly basis as they are performed.

3.5. MAINTENANCE SERVICE. After the Warranty Period Customer may purchase maintenance and support services for the Equipment and covered Software by executing the Maintenance and Support Agreement. Motorola is solely responsible for providing technical support for the Microsoft Products.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. THIRD PARTY PRODUCTS.

3.8.1 MICROSOFT PRODUCTS

a. As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms, Exhibit A-2.

b. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the Microsoft Products. If Customer is acquiring from Motorola a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, then Customer warrants 1) that the number of users that may access the System are correctly indicated in the Exhibits to this Agreement; 2) that Customer is not being licensed the SQL Server or Microsoft System Center Operations Manager under a license from Microsoft, but rather under a sublicense from Motorola' 3) that the copies of the referenced Microsoft Products it receives from Motorola do not entitle it to maintain on its computer systems any more copies of the Microsoft Products than it previously licensed from Motorola or Microsoft; 4) that Customer possesses and will maintain sufficient quantities of fully valid Microsoft licenses to support the maximum number of users and/or devices that may access or use the System under the provisions of the End-User License Agreement, 5) that Microsoft will be an intended third party beneficiary of the End-User License Agreement, with the right to enforce the warranties and any other provisions of the End-User License Agreement provisions and to verify compliance of the End User with the same, 6) that Customer shall not run on a mirrored database server for more than 30 days without obtaining a SQL license for that server, 7) that the Customer grants permission for the disclosure of End-User information by Motorola as required in Motorola's Monthly royalty reports and ordering information reports to Microsoft, 8) that Microsoft does not transfer any ownership rights in any Product, and 9) that Motorola is solely responsible for providing technical support for the Microsoft Products.

c. The rights granted in this Agreement with respect to Microsoft Products are subject to the following limitations: 1) Customer has no copyright interest in the Microsoft Products; 2) Customer may not rent, lease, lend or provide hosting services with the Products; 3) Customer may not reverse engineer, decompile or disassemble any Product; 4) Customer may not remove, modify or obscure any

copyrights, trademarks or other proprietary right notices contained in the Products; and 5) The Microsoft Products are not designed or intended for use in any situation where failure or fault of the product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Motorola's right to sublicense Microsoft Products excludes the right to use, or distribute the Microsoft Products for Customer's use in, or in conjunction with, High Risk Use, therefore, High Risk Use is strictly prohibited. High Risk use, by way of example, includes aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act. Notwithstanding the foregoing, as long as PremierOne CAD is used in a manner for which it was designed and in accordance with the documentation provided, Motorola declares such use is not considered to be High Risk Use as defined by Microsoft.

3.8.2   ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the ESRI OEM Software.

a.   The use of ESRI OEM Software is restricted to executable code.

b.   The following are prohibited: (i) transfer of the OEM Software, except for a temporary transfer in the event of a computer malfunction; (ii) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (iii) title to the OEM Software from passing to Customer or any other party.

c.   Also prohibited are the reverse engineering, disassembly, or decompilation of the OEM Software and the duplication of the OEM Software, except for a single archival copy; reasonable Customer backup copies are permitted.

d.   To the extent permitted by law, ESRI's liability is disclaimed for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the OEM Software, including damages resulting from any ESRI provided Data (Data is not warranted) and damages resulting from use in High Risk Activities such as the operation of nuclear facilities, aircraft navigation or aircraft communications systems, air traffic control, life support, or weapon systems. ESRI specifically disclaims any express or implied warranty of fitness for High Risk Activities.

e.   Upon termination of the contract, Customer agrees to certify in writing to Motorola that it has discontinued use and has destroyed or will return to Motorola all copies of the OEM Software and documentation.

f.   Customer will fully comply with all relevant export laws and regulations of the United States to assure that the OEM Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.

g.   Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.

h.   In any sublicense to the United States Government, the OEM Software shall be provided with "Restricted Rights."

3.9.   SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.10.　OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

3.11　SOURCE CODE ESCROW. Motorola, after final system acceptance and upon Customer's written request, will deposit the source code for the installed and accepted Motorola software applications with Iron Mountain Intellectual Property Management, Inc. in accordance with an established Three Party Master Depositor Escrow Service Agreement, Exhibit F, ("Escrow Agreement") naming the Customer as a "Beneficiary" thereto, provided the Customer is in good standing with this Agreement, the Software License Agreement and a Maintenance and Support Agreement. Once Customer is established as a Beneficiary to the escrow account, deposits of source code associated with any future releases that the Customer installs will be deposited into the same escrow account provided the Customer remains in good standing with license and support agreements for the applicable software. The cost of the escrow will be allocated between Motorola and the Customer as provided in the Escrow Agreement.

The deposited source code will be released to the Beneficiary in the event the Motorola becomes bankrupt, discontinues business operations or materially breaches the Maintenance and Support Agreement, all pursuant to the terms as more fully stated in the Escrow Agreement. In the event the source code is released to the Beneficiary, the Beneficiary agrees to use the code exclusively for internal purposes under terms and conditions of the Software License Agreement, and solely for trouble analysis, namely isolating, diagnosing, and fixing problems in the applicable Software. Motorola retains all of its intellectual property rights in and to the source code. Nothing in this provision provides for escrow of source code associated with any third party products or Motorola's firmware, embedded, or radio software. In the event the Customer materially breaches the PSA System Agreement, Software License Agreement, Escrow Agreement or fails to keep the Maintenance and Support Agreement in effect, Seller's obligations under this provision will cease.

Section 4　PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5　CONTRACT PRICE, PAYMENT, AND INVOICING

5.1.　CONTRACT PRICE. The Contract Price in U.S. dollars is $3,253,767.00. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2.　INVOICING AND PAYMENT. Motorola acknowledges that Customer intends to pay the Contract Price using municipal lease financing proceeds from a Municipal Lease Agreement with Motorola Credit Corporation. Motorola will accept payment of the Contract Price on behalf of Customer from Motorola Credit Corporation. Customer will make its lease payments to Motorola Credit Corporation in accordance with the provisions of Municipal Lease Agreement. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. COMMITMENT OF FUNDING. Customer affirms that a purchase order or notice to proceed is not required for subsequent years of service. The Customer will pay all invoices as received from Motorola

and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement

5.4.   FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time.   Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.5.   SHIPPING ADDRESSES. The city which is the ultimate destination where the Equipment will be delivered to Customer is: _____
_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known): _____ .

Customer may change this information by giving written notice to Motorola.

Section 6   SITES AND SITE CONDITIONS

6.1.   ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work.

6.2.   SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

Section 7   TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8   SYSTEM ACCEPTANCE

8.1.   COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2.   SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to

have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3.   BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4   FINAL SYSTEM ACCEPTANCE. Final System Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final System Acceptance occurs, the Parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9   REPRESENTATIONS AND WARRANTIES

9.1.   SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; or Customer changes to load usage or configuration outside the Specifications.

9.2.   EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3.   Motorola Software Warranty. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THE ATTACHED SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4.   EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5   THIRD PARTY PRODUCTS. Notwithstanding any provisions herein to the contrary, the following provisions apply to the following Third Party Products:

9.5.1.   Microsoft Products are not fault tolerant or free from errors, conflicts, interruptions or other imperfections. Performance may vary depending upon what hardware platform they are installed on, the interactions with other software applications and each product's configurations.

9.5.2.   Microsoft Corporation is providing the Microsoft Products "as-is" with no warranty of any kind and disclaims all warranties, express and implied, to the maximum extent allowed by applicable law. Microsoft further disclaims any liability of Microsoft for any damages, whether direct, indirect incidental or consequential, as a result of the use or installation of the Products. Additionally, to the extent permitted under applicable law, Microsoft Corporation excludes for itself and its suppliers all warranties of any kind, including:

      a. any warranties of title, non-infringement, merchantability and fitness for a particular purpose;

      b. any implied warranty arising from course of dealing or usage of trade;

      c. any common law duties relating to accuracy or lack of negligence with respect to the Microsoft Products, any Master Copy, and any Software Documentation; and

      d. that the products will operate properly in connection with the System, the Motorola products or on any Customer system(s).

If applicable law gives Customer any implied warranties, guarantees or conditions despite the foregoing exclusion, those warranties will be limited to one year and Customer remedies will be limited to the maximum extent allowed by this Agreement.

9.5.3.   As to ESRI OEM Software, during the term of this Agreement ESRI represents and warrants the Software will substantially perform in conformance with the Specifications and its Documentation, provided the Software is used as specified in the Documentation, and will provide Updates, Upgrades, timely system releases, error corrections, and such improvements outlined in the ESRI life cycle maintenance policy. The foregoing warranties do not apply to errors, defects, or nonconformities due to: a) misuse of the Software solely by the Customer; b) unauthorized modification of the Software by Customer; or c) failure of Customer to use compatible hardware and software as set forth in the specifications.

9.5.4.   If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness is not guaranteed. The Data may contain some nonconformities, defects, errors or omissions. ESRI and Motorola make no warranty with respect to the Data. Without limiting the generality of the preceding sentence, ESRI and Motorola do not warrant the Data will meet the Customer's needs or expectations, the use of Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and Motorola are not inviting reliance on the Data, and Customer should always verify actual Data, including, but not limited to, map, spatial, raster and tabular information.

9.5.5.   EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

9.5.6.   Customer's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth herein shall be limited, at ESRI's sole discretion, to (a) replacement of any defective media; (b) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy, (c) return of the license fees paid for the Software, Data, or Documentation that does not meet ESRI's limited warranty, provided that Customer uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such de-installation and destruction to ESRI.

9.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10   DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11   DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4.   LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5.   CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12   DEFAULT AND TERMINATION

12.1   DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2.   FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13   INDEMNIFICATION

13.1.   GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2.   GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3.   PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim").

Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15   CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1.   CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential

Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement or the End-User License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents

of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6.   HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7.   ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8.   NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.   Customer
7237 Church Ranch Blvd.   _____
Westminster, CO 80021   _____

Attn: Law Department   Attn: _____

16.9.   COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.   **Customer**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A-1

Software License Agreement

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Chula Vista, CA ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1   DEFINITIONS

1.1   "Designated Products" means products provided by Motorola or other suppliers to Licensee with which or for which the Software and Documentation is licensed for use.

1.2   "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3   "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4   "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5   "Primary Agreement" means the agreement to which this exhibit is attached.

1.6   "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7   "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2   SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3   GRANT OF LICENSE

3.1.   Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2.   If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

3.3.   If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

Section 4   LIMITATIONS ON USE

4.1.   Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2.   Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3.   Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to one other device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.5.   The license for Cityworks or Customer Service Request Software is for the use of the Software with the Designated System or for the specified number of Concurrent Users for which it was provided, the purpose for which it was designed and only for the application specific use covered by this Agreement, or the Primary Agreement. This license does not allow access to the Software through other Designated Systems except as specifically permitted. "Concurrent User" means the maximum number of concurrent connections to Software authorized by this Agreement or the Primary Agreement at any one instance in time.   "Designated System" means the computer hardware and operating system

configuration specified in the Primary Agreement for which the Software is licensed for use. Additional Designated System licenses are required for communication with additional instances of a database or additional databases.

4.6.   Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5   OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6   LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1.   The commencement date and the term of the Software warranty will be a period of one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first (the "Warranty Period"), except for application Software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder, if any, of the initial warranty period or, if the initial warranty period has expired, the remainder, if any, of the term of the applicable Software Maintenance and Support Agreement. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2   Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3.   Warranty claims are described in the Primary Agreement.

6.4.   The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7   TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If Licensee transfers ownership of the Designated Products to a third party, Licensee may assign its right to use the Software embedded in or furnished for use with those products; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8   TERM AND TERMINATION

8.1   Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2   Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3   Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9   UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10   CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11   LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12   NOTICES

Notices are described in the Primary Agreement.

Section 13   GENERAL

13.1.   COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.   COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3.   ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4.   GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5.   THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6.   SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7.   ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8   SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities.   While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit A-2

Microsoft End User License Agreements

The Microsoft End User License Agreements are on the following pages.

Microsoft® SQL Server® 2012 Standard Edition[1] (Runtime){TC "Microsoft® SQL Server™ 2000 Workgroup Edition" \f C \l "1" }{TC "Microsoft® SQL Server™ 2000 Workgroup Edition" \f C \l "1" }

Core Licenses: <u>16</u>[2]

Server Licenses: <u>____</u>[3]

User Client Access Licenses:<u>_____</u>[4]

Device Client Access Licenses: <u>_____</u>[5]

END-USER LICENSE AGREEMENT

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,

- supplements, and

- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to the Licensor.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO PLACE OF PURCHASE FOR A REFUND OR CREDIT.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER. If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By

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[1] **LICENSOR: For "Academic Edition" licensed software, please specify the name. For example: Microsoft® SQL Server® 2012, Standard Edition and Academic Edition.**

[2] **LICENSOR: Specify the total number of core licenses for which the end user is licensed under this agreement.**

[3] **LICENSOR: Specify the total number of server licenses for which the end user is licensed under this agreement.**

[4] **LICENSOR: Specify the total number of user CALs that may access directly or indirectly instances of the server software licensed under this agreement.**

[5] **LICENSOR: Specify the total number of device CALs that may access directly or indirectly instances of the server software licensed under this agreement.**

installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

***

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

    1.1   **Software.** The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

    1.2   **License Model.** The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.

    1.3   **Licensing Terminology.**

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.

- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is

  (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

  (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

  A physical hardware system can have either or both of the following:

  - one physical operating system environment;
  - one or more virtual operating system environments.

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.

- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.

- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.

- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.

- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

2. USE RIGHTS FOR CORE LICENSE MODEL.

2.1 Licensing a Server. Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2 Determining the Number of Licenses Required. You have two license options:

(a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

(b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 Assigning the Required Number of Licenses to the Server.

(a) Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

(b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b) , you have the right to run any number of instances of the software in that virtual OSE.

2.5 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio

- Client Tools Backward Compatibility

- Client Tools Connectivity

- Client Tools SDK

- Data Quality Client

- Data Quality Services

- Distributed Replay Client

- Distributed Replay Controller

- Management Tools - Basic

- Management Tools - Complete

- Reporting Services – SharePoint

- Reporting Services Add-in for SharePoint Products

- Master Data Services

- Sync Framework

- SQL Client Connectivity SDK

- SQL Server 2012 Books Online

2.6 **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 **No Client Access Licenses (CALs) Required for Access.** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 **Assigning the License to the Server.**

(a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

(b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.2 **Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.

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- SQL Server 2012 Books Online

3.4 **Creating and Storing Instances on Your Servers or Storage Media**. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5 **Client Access Licenses (CALs)**.

(a) Initial Assignment of CALs. You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.

- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.

- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

(b) Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

(c) Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or

- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

4. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

4.1 **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

4.2 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.3 **Multiplexing.** Hardware or software you use to

- pool connections,

- reroute information, or

- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

4.4 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.5 **Fail-over Server.** For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

4.6   SQL Server Reporting Services Map Report Item. The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or

- any Road Traffic Data or Bird's Eye Imagery (or associated metadata.

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

4.7   Included Microsoft Programs. The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

5. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

7. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

8. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software, including any application programming interfaces included in the software, for others to copy;

- share or otherwise distribute documents, text or images created using the software Data

Mapping Services features;

- rent, lease or lend the software; or

- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

11. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

13. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

14. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**

20. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY**

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21. **FOR AUSTRALIA ONLY. References to "Limited Warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.**

    If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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(For ISV Royalty Program Only)

Microsoft® SQL Server® 2012 Enterprise Core Edition[1] (Runtime){TC "Microsoft® SQL Server™ 2000 Workgroup Edition" \f C \l "1" }{TC "Microsoft® SQL Server™ 2000 Workgroup Edition" \f C \l "1" }

Core Licenses: 12[2]

END-USER LICENSE AGREEMENT

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to the Licensor.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO PLACE OF PURCHASE FOR A REFUND OR CREDIT.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER. If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

* * *

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

    1.1 Software. The software includes

- server software, and

---

[1] **LICENSOR: For "Academic Edition" licensed software, please specify the name. For example: Microsoft® SQL Server® 2012, Enterprise Core Edition and Academic Edition.**

[2] **LICENSOR: Specify the total number of core licenses for which the end user is licensed under this agreement.**

- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2   License Model. The software is licensed based on the number of physical and/or virtual cores in the server.

1.3   Licensing Terminology.

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.

- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is

  (i)   all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

  (ii)   instances of applications, if any, configured to run on the operating system instance or part identified above.

  A physical hardware system can have either or both of the following:

  - one physical operating system environment;

  - one or more virtual operating system environments.

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.

- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.

- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.

- **Assigning a License.** To assign a license is to designate that license to a server.

- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

2. USE RIGHTS.

2.1   **Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2   **Determining the Number of Licenses Required.** You have two license options:

(a)   **Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

(b) **Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3   **Assigning the Required Number of Licenses to the Server.**

(a) **Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) **Reassignment.** You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4   **Running Instances of the Server Software.** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) **Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in a number of physical and/or virtual OSEs equal to the number of licenses assigned to that server. Thereafter, for each additional license that you assign to the licensed server under section 2.2(a), you may run instances of the server software in an additional OSE on that licensed server.

(b) **Individual Virtual OSE.** For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the server software in that virtual OSE.

2.5   **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.

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(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

3.1 **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

3.2 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

3.3 **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

3.4 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

3.5 **Fail-over Server.** For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary

support. You may run the passive fail-over instances on a server other than the licensed server. However, if you licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

3.6 **SQL Server Reporting Services Map Report Item.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or

- any Road Traffic Data or Bird's Eye Imagery (or associated metadata).

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

3.7 **Included Microsoft Programs.** The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

5. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

6. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

7. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software, including any application programming interfaces included in the software, for others to copy;

- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;

- rent, lease or lend the software; or

- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

9. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

10. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

12. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

13. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

14. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

15. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

16. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

17. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

18. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE**

SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

19. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).**

20. **FOR AUSTRALIA ONLY. References to "Limited Warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.**

    If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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Microsoft® System Center 2012 Configuration Manager _____ [1]

Microsoft® System Center 2012 Client Management Suite _____ [1]

Microsoft® System Center 2012 Standard _ [1]

Microsoft® System Center 2012 Datacenter x[1]**{**TC "Microsoft® SQL Server™ 2000 Workgroup Edition" \f C \l "1" **}**{TC "Microsoft® SQL Server™ 2000 Workgroup Edition" \f C \l "1" **}**

Licenses: 2 Management Licenses: _____ [2]

END-USER LICENSE AGREEMENT

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,

- supplements, and

- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to the Licensor.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to place of purchase for a refund or credit.

As described below, using some features of the software also operates as your consent to the transmission of certain computer information during validation and for Internet-based services.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

If you comply with these license terms, you have the rights below for each software license you acquire.

1. **OVERVIEW.**

   a. **Software.** The software includes

      - server software; and

      - additional software that may only be used with the server software directly, or indirectly through other additional software.

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[1] **LICENSOR: For "Academic Edition" licensed software, please specify the name. For example: Microsoft® System Center 2012 Configuration Manager Edition and Academic Edition.**

[2] **LICENSOR: Specify the total number of management licenses of the software that the end-user is licensed for under this agreement.**

b. **License Model.** The software is licensed based on the number of physical and virtual operating system environments you manage, and in some cases, the number of users who use them.

c. **Licensing Terminology.**

- **i. Assigning a License.** To assign a license means simply to designate that license to one server, device, or user.

ii. **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software. You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

iii. **Operating System Environment.** An "operating system environment (or OSE)" is

- all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and

- instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of OSEs, physical and virtual. A physical OSE is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical OSE. A virtual OSE is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both one physical OSE and one or more virtual OSEs.

- **iv. Managing OSEs**. For purposes of these license terms, to "manage" an OSE means to

  - solicit or receive data about,

  - configure, or

  - give instructions to the hardware or software that is directly or indirectly associated with the OSE.

  "Managing" an OSE does not include discovering the presence of a device or OSE.

- **v.   Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

- **vi.   Server Software.** "Server Software", as used in these license terms, means any or all of the components of either System Center 2012 Configuration Manager, System Center 2012 Client Management Suite, System Center 2012 Standard or System Center 2012 Datacenter depending on which software license(s) you acquire.

2. **USE RIGHTS.**

Acquiring and Assigning Management Licenses.

a. Before you use the Server Software to manage your OSEs, you must acquire and assign the required number of the appropriate category, type or edition of management licenses as described below.

- **i. Categories of Management Licenses.** There are two categories of management licenses: server and client. The category of license required depends on the operating system software running within an OSE. OSEs running server operating system software require server management licenses. OSEs running any other operating system software require client management licenses.

ii. **Server Management Licenses.** There is one type of server management license: OSE, and two editions: Standard and Datacenter. An OSE server management license permits you to use the Server Software to manage the number of OSEs corresponding to its edition. All of the server management licenses you assign to a server must be of the same edition. Your server management licenses do not permit management of any OSE running a non-server operating system.

    A. <u>**System Center 2012 Standard.**</u> The number of OSE server management licenses you need depends on the number of physical processors there are on the server on which your managed OSEs will run and the number of OSEs you will manage on that server. You must calculate the licenses you need based on each, as described below, and acquire and assign to your server the greater number of licenses.

        I. **Counting licenses based on processors.** Each license covers up to two physical processors, so you must count the number of physical processors on the server, divide that number by two, round up to the nearest whole number.

        II. **Counting licenses based on managed OSEs.** Each license permits you to manage up to two OSEs, so you must count the number of OSEs you will manage on the server, divide that number by two, and round up to the nearest whole number. An exception to this rule is when the physical OSE on your server is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service OSEs on that device. In that case, you only count the number of virtual OSEs you will manage on the server, divide that number by two, and round up to the nearest whole number.

    Provided you acquire and assign to your server the required number of Standard edition server management licenses, as described above, you may manage the OSEs on that server.

    B. <u>**System Center 2012 Datacenter**</u>. The number of OSE server management licenses you need depends on the number of physical processors there are on the server on which your managed OSEs will run. Each license covers up to two physical processors, so you must count the number of physical processors on the server, divide that number by two, round up to the nearest whole number, and acquire and assign that number of licenses to your server.

    Provided you acquire and assign to your server the required number of Datacenter edition server management licenses, as described above, you may manage any number of OSEs on that server.

iii. **Client Management Licenses.** Client Management Licenses include System Center 2012 Configuration Manager Client Management License and System Center 2012 Client Management Suite Client Management License. There are two types of client management licenses: one for managed OSEs and one for users. You may choose either type or a combination of both. Your client management licenses do not permit management of any OSE running a server operating system.

- <u>OSE Client Management Licenses</u>. Each OSE client management license permits you to use the Server Software to manage one OSE. That OSE may be used by any number of users. If you acquire OSE client management licenses, you must assign them to the device on which your managed OSEs will run (one per managed OSE). A hardware partition or blade is considered to be a separate device.

- <u>User Client Management Licenses</u>. Each user client management license permits you to use the Server Software to manage all of the OSEs used by the user to whom it is assigned. If you acquire user client management licenses, you must assign them to the users of your managed OSE(s) (one per user). If you have more than one user using an

OSE, and you are not licensed by OSE, you must assign a user client management license to each of the users.

iv. **Management Licenses Not Required.** You do not need a management license for

- any of your OSEs in which no instances of software are running,

- any of your devices functioning only as network infrastructure devices (OSI layer 3 or below), or

- any of your devices for which you are exclusively performing out of band management.

"Out of band management" consists of interaction via a network connection with a hardware management controller to monitor or manage the status of hardware components such as:

- system temperature

- fan speed

- power on/off

- system reset

- CPU availability.

v. **Reassignment of Management Licenses.** You may

- permanently reassign a management license from one device to another or from one user to another; or

- temporarily reassign a management license to a loaner device while the first device is out of service or a temporary worker while the first user is absent.

vi. **Management License Downgrade Rights.** Your System Center 2012 management licenses permit management by your instances of separately licensed, earlier versions of the Server Software (but not later versions). Despite anything to the contrary in the license terms that come with your separately licensed, earlier version of the Server Software, your use of that earlier version to manage OSEs on devices to which you have assigned System Center 2012 management licenses is governed by these System Center 2012 license terms. If you are running an earlier version of the Server Software under these System Center 2012 license terms, you may also use the management licenses corresponding to that earlier version. Despite anything to the contrary in these System Center 2012 license terms, your use of the earlier version of the Server Software to manage OSEs on devices to which you have assigned the earlier versions of management licenses is governed by the license terms that come with that earlier version of the Server Software.

b. **Software Use.** Once you acquire and assign the required number of appropriate management license(s) to your servers, other devices and users, you may use the Server Software to manage your OSE(s). Each management license, gives you the following rights.

i. **Running Instances of the Server Software.** You may run, at any one time, one instance of the Server Software on one or more of your servers.

ii. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed in Addendum A to this agreement or otherwise identified as additional software for the applicable Server Software in physical or virtual OSEs on any number of devices. You may use additional software only with the Server Software directly, or indirectly through other additional software.

iii. **Creating and Storing Instances on Your Servers or Storage Media.** You may create any number of instances of the Server Software and additional software, and store those instances on any of your servers or storage media. You may create and store instances solely to exercise your right to run instances of the software under your management licenses as described (e.g., you may not distribute instances to third parties).

c. **Included Microsoft Programs.** The software contains the following Microsoft programs and the license terms that would apply to your use of these programs are found in the "SQLSERVERPROGAMLICENSES" folder located on the DVD or within the "Licenses" folder in the installed location. If you do not agree to those license terms, do not use these programs.

- SQL Server Compact 3.5 with Service Pack 2

- SQL Server Data-Tier Application Framework 1.1

- SQL Server 2008 R2 Shared Management Objects

- System CLR Types for SQL Server 2008 R2

- SQL Server 2008 R2 Transact-SQL Language Service

The software may also contain other Microsoft programs. These license terms apply to your use of those programs.

d. **Third Party Programs.** The software contains third party programs. The license terms with those programs apply to your use of them.

3. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

a. **Multiplexing.** Hardware or software you use to

- pool connections,

- reroute information, or

- reduce the number of OSEs the software manages

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

b. **License Terms for SQL Server Technology.** The Server Software includes SQL Server Technology. You may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server solely to support the server software. You do not need SQL Server CALs for that use. You may create and store any number of instances of SQL Server Technology on any of your servers or storage media solely to exercise your right to run an instance of SQL Server Technology under any of your software licenses.

c. **Management Packs.** The software contains management packs including, but not limited to, Management Packs, Configuration Packs, and Integration Packs. Packs are "Additional Software" and the license terms in Section 2.b.ii above apply to your use of them.

d. **Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

e. **Site Hierarchy – Geographical View.** The Server Software includes a feature that retrieves content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API"). The purpose of this feature is to display site data on top of maps, aerial and hybrid imagery. You may use the feature to display the site data on your screen or print a written report including that display. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the following for any purpose even if they are available through the Bing Maps API:

- the Bing Maps API to provide sensor based guidance/routing,

- any Road Traffic Data or Bird's Eye Imagery (or associated metadata).

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at http://go.microsoft.com/fwlink/?LinkID=223934.

f. License terms for Windows Automated Installation Kit. The Server Software includes the Windows Automated Installation Kit (WAIK) and the license terms below apply to your use of the WAIK software.

i. Windows Pre-Installation Environment. You may install and use the Windows Pre-Installation Environment portion of the WAIK software for purposes of diagnosing and recovering Windows operating system software. For the avoidance of doubt, you may not use the Windows Pre-Installation Environment for any other purpose, including without limitation as a general operating system, as a thin client or as a remote desktop client.

ii. ImageX.exe, Wimgapi.dll, Wimfilter and Package Manager. You may install and use the ImageX.exe, Wimgapi.dll and Wimfilter and Package Manager portions of the WAIK software for recovering Windows operating system software. For avoidance of doubt, you may not use these portions of the WAIK software for any other purpose, including without limitation for purposes of backing up your Windows operating system.

iii. Activation. For Volume Activation Management Tool ("VAMT"), when you install VAMT, it may activate the use of Windows Server 2008, Windows Vista, Windows Server 2008-R2 or Windows 7 with a specific physical hardware system ("Device"). During activation, VAMT will send information about Windows Server 2008, Windows Vista, Windows Server 2008-R2, or Windows 7 and Device(s) to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the system running VAMT, and information derived from the hardware configuration of the Device(s) running Windows Server 2008, Windows Vista, Windows Server 2008-R2, or Windows 7. The information sent to Microsoft does not represent any personal information. This information cannot be used to determine the make or model of the device(s) and it cannot be backward calculated to determine any additional information about your device(s). For more information, see go.microsoft.com/fwlink/?linkid=141210. By using the WAIK software, you consent to the transmission of this information.

4. **VALIDATION.** Upon first installation, the software will validate the software product key. During a validation check, the software will validate the software locally and no information will be sent to Microsoft. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see www.microsoft.com.

5. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. **Consent for Internet-Based Services.** The software features described below and in the System Center 2012 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. Unless otherwise noted, you may switch off these features or not use them. For more information about these and other features, see System Center 2012 Privacy Statement. **By using these features, you consent to the transmission of this information**. Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information to make the Internet-based services available to you.

- Automatic Updates. Software with Click-to-Run technology may check with Microsoft now and then for updates and supplements. If the software finds updates and supplements, it might download and install them on your licensed device.

- Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically

download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see www.microsoft.com.

- <u>Microsoft Error Reporting Service</u>. This feature helps Microsoft and Windows partners diagnose problems in the software and provide solutions. Not all problems will have a solution but when a solution is available, it will be offered as a step to solve a problem you have reported or as an update to install. As part of setup and installation, the Microsoft Error Reporting Service sends to Microsoft information about setup and installation failures in order to attempt to diagnose the problem. To help prevent problems and make the software more reliable, some solutions are also included in service packs and future versions of the software.

- <u>Windows (or Microsoft) Update Feature</u>. You may connect new hardware to the device where you installed the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.

  b. **Use of Information.** Microsoft may use the computer information, CEIP information, and Malware reports, to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

  c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

6. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

7. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

8. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework ("NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software, including any application programming interfaces included in the software, for others to copy;

- rent, lease or lend the software; or

- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any of the following that are included in the software, including any content made available to you through the software:

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- trademarks,

- copyright,

- digital watermarks, or

- other notices of Microsoft or its suppliers.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. **BACKUP COPY.**

   a. **Media.** If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to create instances of the software.

   b. **Electronic Download.** If you acquired and downloaded the software online, you may make one copy of the software on a disc or other media in order to create instances of the software.

11. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

13. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

14. **SOFTWARE DOWNGRADE.** You may create, store and use instances of this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.

15. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

19. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY**

WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

20. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).**

ADDENDUM A

List of Additional Software

Microsoft System Center 2012 Offering	Additional Software licensed under Section 2.b.ii. of the Agreement
System Center 2012 Standard System Center 2012 Datacenter	Unified Installer
System Center 2012 Configuration Manager System Center 2012 Client Management Suite System Center 2012 Standard System Center 2012 Datacenter	Configuration Manager Console Configuration Manager Client Device Management Point Custom Updates Publishing Tool Distribution Point Fallback Status Point Inventory Tool for Microsoft Updates PXE Service Point Management Point Reporting Point Secondary Site Server Server Locator Point Software Update Point State Migration Point System Health Validator Point Out of Band Service Point
System Center 2012 Configuration Manager System Center 2012 Standard System Center 2012 Datacenter	Virtual Machine Manager Agent Physical to Virtual Agent Administrator Console Virtual Machine Manager Self Service Portal VMRC Client Server Application Virtualization

System Center 2012 Client Management Suite
System Center 2012 Standard
System Center 2012 Datacenter
	Audit Collection Services software
	Connector Framework
	Power Shell
	Analysis Services Shared Tools
	      Business Intelligence Development Studio
	      Connectivity Components
	      Legacy Components
	      Management Tools
	      Notification Services Client Components
	      Reporting Services Report Manager
	      Reporting Services Shared Tools
	      SQL Server 2008 Shared Tools
	      Software Development Kit
	      SQLXML Client Features
	      SQL Server 2008 Books Online
	      SQL Server Mobile Server Tools
	Data warehouse management server
	Data warehouse database
	Service Manager console
	Self-service portal

| Continued

System Center 2012 Client Management Suite
System Center 2012 Standard
System Center 2012 Datacenter | Avicode Incident Snapshot Utility
  o AVIcode Incident Upload Utility
  o AVIcode Intercept Agent
  o AVIcode Intercept SE-Viewer
AVIcode Intercept Visual Studio Plug-In
AVIcode BizTalk Application Cartridge
AVIcode SharePoint Application Cartridge
AVIcode Reporting Services Cartridge
AVIcode Advisor 5.7
AVIcode .NET Enterprise Management Pack 5.7 for Operations Manager 2007
AVIcode Intercept uX Management Pack for Operations Manager 2007
AVIcode BizTalk Application Management Pack for Operations Manager 2007
AVIcode SharePoint Application Management Pack for Operations Manager 2007
AVIcode Reporting Services Management Pack for

Operations Manager 2007Opalis Integration Server Quick Integration Kit
Opalis Operator Console Installer
Opalis Integration Server 6.2.2 SP1

Data Protection Manager 2010 Agent
Data Protection Manager Remote Command-Line |

There may be other software provided to you which is identified as "Additional Software" and licensed to you under the terms of this license agreement.

Exhibit B

[Intentionally Omitted]

Exhibit C

Technical and Implementation Documents

C-1   "Pricing Summary & Equipment List" dated May 24, 2016
C-2   "Technical & Implementation Documents" dated May 24, 2016
C-3   "Acceptance Test Plan" or "ATP" (to be mutually developed during implementation)
C-4   "Performance Schedule" dated May 24, 2016

EXHIBIT C-1. PRICING AND EQUIPMENT LIST

SECTION 7

PROPOSAL PRICING

7.1 PROPOSAL PRICE SUMMARY

PROPOSAL PRICE SUMMARY

Motorola Application Software - PremierOne CAD Mobile	**$384,459**
Motorola Application Software - PremierOne Jail	**$81,830**
Motorola Application Software - PremierOne Jail Migration Discount	**($81,830)**
Motorola Interface Fees	**$17,200**
Other Hardware/Software - PremierOne CAD Mobile	**$74,836**
Other Hardware/Software - PremierOne Jail	**$23,927**
Server Hardware/Software - PremierOne CAD Mobile	**$79,802**
Server Hardware/Software - PremierOne Jail	**$38,568**
Third Party Partner Software and Implementation	**$39,333**
Implementation/Installation	**$1,332,222**

Subtotal	**$1,990,347**
Sales Tax*	**$9,470**
Project Contingency**	**$130,000**
LESS: System Discount	**($729,126)**
System Total	**$1,400,690**
Years 1-10 Maintenance	**$1,297,865**
Lifecycle Support Services	**$555,212**
Grand Total	**$3,253,767**

Motorola pricing and the System Discount is based on a complete system solution, inclusive of Years 1-10 Maintenance and Lifecycle Support Services, as described in the Standard Maintenance Summary and LifeCycle Support Services tables below. The addition or deletion of any component(s) may subject the System Discount and total system price to modifications.

*Estimated sales tax for Hardware only

**Subject to additional sales tax if used for taxable hardware.

> **Note: Motorola has provided Chula Vista with a one for one Migration Discount for current OffenderTrak Licensing to PremierOne Jail.**

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Proposal Pricing 7-1

EXHIBIT C-1. PRICING AND EQUIPMENT LIST

7.2   PROPOSAL PRICE DETAIL

Category	Name	------Qty------	Total
PremierOne Software			**$39,088**
	P1 Query Service Server License	1	
	P1 GIS Editing Client Plug-In License	1	
	PremierOne CAD&Mobile Reporting Service Server License	1	
	PremierOne Mapping Server License	2	
PremierOne CAD Software			**$194,700**
	P1 CAD Server License (Primary)	1	
	P1 CAD Dispatch (CAD Client and Mapping)	10	
PremierOne Mobile Software			**$150,671**
	P1 Mobile Server License (Primary)	1	
	P1 Mobile Client License with Mobile Mapping (Concurrent User)	65	
PremierOne Records Software			**0**
	PremierOne Records Tier 3 Server License (1 to 50 users)	1	
	PremierOne Records Client Concurrent User License	10	
	Advanced Configuration Tool	1	
	PremierOne Records Jail Booking and Detention	1	
Motorola-Interfaces			**$17,200**
	Positron Viper/TDD	$2,500	
	Spectracom Netclock	$0	
	Radio: PTT	$1,800	
	NetRMS CFS	$2,500	
	ARJIS Call Export	$2,500	
	NetRMS Query for CAD & Records	$1,800	
	San Diego Regional Mugshot System	$2,500	
	AFIS	$1,800	
	State/NCIC	$1,800	
Server Hardware and Software			**$66,313**
	HP Rack Model 10642 G2 w/ Rackmount Keyboard & Monitor	1	
	Cable Management Panel	2	
	Ethernet Cables - Cat 6 Cables	2	
	HP Rack Mount Switch for Base Configuration HP 5800-24G Rack Mount Switch, HP RPS 800 Redundant Pow	2	
	HP Host Server HP DL380c Gen9 -- Host Server - (Dual 8-core Gen9v3 Processor)	2	
	Perimeter Router and Firewall FortiGate-300C (8) 10/100/1000 accelerated ports, (2) 10/100/1000 por	2	
Server Hardware and Software - PremierOne Jail			**$38,568**
	HP Host Server HP DL380c Gen9 -- Host Server - (Dual 8-core Gen9v3 Processor)	2	
Storage Hardware and Software			**$13,489**
	HP StoreOnce 2000 Catalyst, 2700 8TB Backup	1	
	Storage HP Data Protector Software	1	

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Proposal Pricing   7-2

EXHIBIT C-1. PRICING AND EQUIPMENT LIST

Other Hardware and Software - PremierOne CAD/Mobile		$74,836
Lantronix UDS1100 (one required for each 911 interface)	2	
ESRI ArcGIS Desktop 10	1	
ESRI ArcGIS Desktop 10 Network Analyst Extension	1	
PresenTense Software -- CAD Clients and Servers	12	
Microsoft SQL Server Enterprise Runtime Core 2012 ALNG Embedded MVL 2 Licenses core Lic	6	
Microsoft SQL Svr Ent Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic	6	
Microsoft®SysCtrDatacenter 2012R2 AllLng Embedded MVL 1License 2Proc	2	
Microsoft®SysCtrDatacenter 2012R2 AllLng EmbeddedMaintenance MVL 1License 2Proc	2	

Other Hardware and Software - PremierOne Jail		$23,927
PresenTense Software -- CAD Clients and Servers	2	
Microsoft SQL Server Standard Runtime Core 2012 ALNG Embedded MVL 2 Licenses core Lic	8	
Microsoft®SysCtrDatacenter 2012R2 AllLng Embedded MVL 1License 2Proc	2	

Third Party Partners		$39,333
Query Services -Commsys Software Licenses Implementation Servic	1	
Commsys - SDFusion Software Licenses Implementation Services	1	

Implementation/Installation, cont.		$1,332,222
INTERFACE DEVELOPMENT, IMPLEMENTATION, TEST		
Positron Viper/TDD	$17,000	
Spectracom Netclock	$0	
Radio: PTT	$19,500	
NetRMS CFS	$37,000	
ARJIS Call Export	$58,500	
NetRMS Query for CAD & Records	$32,000	
San Diego Regional Mugshot System	$69,627	
AFIS	$45,000	
CLETS/NCIC	$11,000	
SDFusi+C28on Query	$6,204	
CCSI FLOOR SPACE COST	$2,000	
SHIPPING	$200	

Subtotal	**$1,990,347**
Sales Tax	**$9,470**
Project Contingency	**$130,000**
LESS: System Discount	**($729,126)**
System Total	**$1,400,690**
Years 1-10 Maintenance	**$1,297,865**
Lifecycle Support Services	**$555,212**
Grand Total	**$3,253,767**

Note: System pricing with system discount is contingent upon customer approval of the proposed Years 1-10 Maintenance and Support Agreement that includes automatic, annual invoicing without need of issuing a purchase order.

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Proposal Pricing   7-3

EXHIBIT C-1. PRICING AND EQUIPMENT LIST

7.3   MAINTENANCE SUMMARIES AND PRICING

YEAR 2 MAINTENANCE SUMMARY

	Year 1 Annual Amount	Year 2 Annual Amount
Motorola Software Maintenance - PremierOne CAD/Mobile	**Warranty**	**$75,846**
Motorola Software Maintenance - PremierOne Jail	**$14,648**	**$15,381**
Multi-Product Discount - PremierOne CAD/Mobile	**N/A**	**($3,792)**
Multi-Product Discount - PremierOne Jail	**($716)**	**($752)**
Multi-year Discount - PremierOne CAD/Mobile	**N/A**	**($1,441)**
Multi-year Discount - PremierOne Jail	**($272)**	**($286)**
Maintenance Discount	**($782)**	**($5,183)**
PremierOne Server Hardware Maintenance - PremierOne CAD/Mobile	**Warranty**	**$10,939**
PremierOne Server Hardware Maintenance - PremierOne Jail	**Warranty**	**$4,632**
Microsoft SQL Server RUNTIME and Systems Center Operations Mgr Embed	**Warranty**	**$10,498**
Microsoft SQL Server RUNTIME and Systems Center Operations Mgr Embed	**$5,068**	**$5,321**
Query Services -Commsys	**Warranty**	**$3,509**
Commsys - SDFusion		**$1,404**
Total Maintenance	**$17,946**	**$116,076**

EXHIBIT C-1. PRICING AND EQUIPMENT LIST

Standard Maintenance Summary	
Year 1	$17,946
Year 2	$116,076
Year 3	$121,880
Year 4	$127,974
Year 5	$134,372
Year 6	$141,091
Year 7	$148,146
Year 8	$155,553
Year 9	$163,331
Year 10	$171,497

Note: Maintenance pricing is based on 2016 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.

Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.

Embedded Maintenance for Microsoft products is limited to SQL Server RUNTIME

LifeCycle Support Services	
Year 1	$62,580
Year 2	$62,580
Year 3	$64,458
Year 4	$66,392
Year 5	$68,383
Year 6	$41,772
Year 7	$43,861
Year 8	$46,054
Year 9	$48,357
Year 10	$50,775

LifeCycle Services cover up to one standard and/or product software release every other year and one hardware refresh as specified in Exhibit D. Estimated hardware costs are based on the proposed configuration and are spread over first five years. Increases in hardware costs necessitated due to increased calls for service or dispatch or mobile licenses with be quoted at the time of the hardware upgrade.

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Proposal Pricing 7-5

EXHIBIT C-1. PRICING AND EQUIPMENT LIST

7.4   PROPOSAL PRICE OPTIONS

The following Options may be elected by the Customer upon contract execution or during the implementation of the project. If elected at contract execution, the Customer must indicate which Option(s) are selected by initialing each selected Option. The total value of the system will be adjusted with the inclusion of any Option(s).

DESCRIPTION	AMOUNT	QUANTITY SELECTED
Option #1 - Premier One Handheld *(10) HandHeld licenses, (10) SOTI MobiControl Client License, (1) SOTI MobiControl Server License*	$44,058	_____
Option #2 - Advanced Messaging Solution and Responder Location *(1) Server Bundle, (180) Per Radio License Fees, Advanced Messaging IF, Smartzone CADI, ATIA, AIS IF, MCC7500 Radio Console IF, Responder Location IF*	$264,073	_____
Option #3 - CAD to CAD APIs - Per Each *(1) CAD API Licenses ($44,250 license fee), (24) hours of API support for external agencies or their third party vendors*	$50,454	_____
Option #4 - Per PremierOne CAD Client License	$12,833	_____
Option #5 - Per PremierOne Mobile License (Concurrent)	$1,637	_____
Option #6 - Per PremierOne Jail Client License	$1,637	_____
Option #7 - Per PremierOne Handheld License	$863	_____
Option #8 - CLIPS (Years 1-10 Maintenance = $50,780)	$34,580	_____
Option #9 - SD Geodatabase Interface	$116,574	_____
Option #10 - CAD User Interface Customization	$15,625	_____
Option #11 - Status Monitor Customization	$6,229	_____
Option #12 - Offendertrak Data Conversion	$112,653	_____
Option #13 - Annual User's Conference Attendance* *Advance purchase to the Users Conference includes:* *Registration fee, Rountrip travel (booked by Motorola), Hotel accomodations (booked by Motorola), Ground transportation (booked by Motorola), Daily meal allowance (determined by Motorola guidelines)*	$2,650	_____

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Proposal Pricing   7-6

EXHIBIT C-1. PRICING AND EQUIPMENT LIST

7.4.1 Option 8 CLIPS 10 Year Maintenance

Standard Maintenance Summary	
Year 1	Warranty
Year 2	$4,605
Year 3	$4,836
Year 4	$5,077
Year 5	$5,331
Year 6	$5,598
Year 7	$5,878
Year 8	$6,171
Year 9	$6,480
Year 10	$6,804

Note: Maintenance pricing is based on 2016 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.

Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.

Embedded Maintenance for Microsoft products is limited to SQL Server RUNTIME and Systems Center Operations Manager embedded licenses. Maintenance for Microsoft Windows Server is NOT included.

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Proposal Pricing   7-7

SECTION 1

TECHNICAL SOLUTION SUMMARY DOCUMENT

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Technical Solution Summary Document   1-2

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

PremierOne Handheld offers seven (7) standard queries including the ability to scan a driver's license

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consortium, PremierOne Jail automates every aspect of inmate tracking and transactions, helping

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Technical Solution Summary Document   1-9

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

PremierOne CAD provides dispatchers the ability to manage incidents and field resources using "data

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Technical Solution Summary Document   1-10

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

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Technical Solution Summary Document   1-11

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Technical Solution Summary Document   1-12

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Component	Type
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Technical Solution Summary Document   1-13

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Technical Solution Summary Document   1-15

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Technical Solution Summary Document   1-16

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

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Technical Solution Summary Document   1-17

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Technical Solution Summary Document   1-19

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Technical Solution Summary Document   1-20

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Technical Solution Summary Document   1-21

can be accommodated in many ways including

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Technical Solution Summary Document   1-22

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Technical Solution Summary Document   1-23

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Technical Solution Summary Document   1-24

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

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Technical Solution Summary Document   1-25

	Site Readiness Requirements	Evaluation	Pass	Fail	Unknown
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Technical Solution Summary Document   1-26

	Site Readiness Requirements	Evaluation	Pass	Fail	Unknown
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C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

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Technical Solution Summary Document   1-34

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C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

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Technical Solution Summary Document   1-40

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SECTION 2

IMPLEMENTATION PLAN

2.1 PROJECT ORGANIZATION

The Motorola Smart Public Safety Solutions organization is comprised of business groups that support the development and implementation of complex public safety communications systems. Members of these groups are involved from the proposed solution conception through system completion.

The Motorola team that will be assigned to the Chula Vista project includes the project manager (PM), solution architect (SA), system technologist (ST), and business analysts (BA). The PM will have full responsibility for the successful completion of the implementation life cycle through the duration of the project implementation, including managing Motorola's subcontractors and third-party partners. PM responsibilities are further described below. The SA owns the technical solution and has full responsibility for system design and performance, ensuring the technical integrity of the system design from contract throughout the entire project life-cycle. The SA designs the preliminary system and participates in the Contract Design Review (CDR) to finalize and confirm the system design meets the City's requirements. STs are responsible for staging and on-site installation of all system equipment, including establishing connectivity with the City's network(s) and external systems. The CAD/Mobile and Jail BAs work with the City to perform business analysis so that the provisioning and functional usage of the system meets their operational needs. The GIS BA will help develop the GIS data files for use with the system. Other groups support the efforts of the core team to ensure the successful implementation of the PremierOne solution.

The City's core project team should be comprised of a PM, a system administrator, CAD, Mobile and Jail super users, a GIS administrator, IT personnel, and training representatives. Personnel may fill more than one role. PM responsibilities are described below. The system administrator will participate in overall implementation activities and training activities to gain an understanding of the equipment, infrastructure, interfaces and functionality of the system. The super users will be involved in the business analysis and provisioning process and training and will be the points of contact for reporting and verifying problems and maintaining provisioning. The GIS administrator provides GIS data in the correct format and develops, maintains and updates GIS data elements for the PremierOne geodatabase and should have an in-depth knowledge (preferably 3-5 years of working experience) of ArcGIS to include ArcMap, ArcCatalog and ArcToolbox. They should have a working knowledge of SDE connections and MXD creation. IT personnel provide required information related to LAN, WAN and wireless networks and must also be familiar with connectivity to external and third party systems to which PremierOne will interface. Training representatives will be the point of contact for the Motorola BA when policy and procedural questions arise, act as course facilitators and are the City's educational monitor. Additional resources, such as trainers and database administrators (if data conversion is included) may also be required.

2.1.1 Project Management

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, Motorola has developed and refined practices that ensure appropriate design, production, and testing is optimized to deliver a high-quality, feature-rich system.

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Implementation Plan   2-1

C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Motorola employs leading edge project management processes and tools such as Compass secure web-based reporting system, Oracle E-Business program management tools, Microsoft Project for schedule development and control and managing schedule and budget, and systematic Risk Management to assist the project team in accurately forecasting and effectively controlling project activities. The use of these tools results in higher quality system design and operation, quicker implementation, reduced project risk and total cost of ownership, and greater end user satisfaction.

Intelligent processes include embedded quality standards to include Digital Six Sigma and M-Gates for product and system development and manufacturing; rigorous and repeatable project management processes for execution and control of all project activities; and an integrated Quality Assurance Plan to measure the quality and timeliness of our work. These processes ensure that project execution efforts including system design, installation, testing, and delivery are completed on-time and to applicable specifications.

The assigned PM for each organization shall be the business representative and point of contact for the organization, responsible for coordination of the organization's resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate review meetings, provide status information to their counterpart, and generally oversee the execution of this plan. Project management is an ongoing activity for the duration of the project and should be assumed to be part of every project task.

Motorola PM

Motorola will designate a PM who will direct Motorola's efforts and the efforts of Motorola's subcontractors and third party vendors and serve as the primary point of contact for the City. The responsibilities of the Motorola PM include:

1. Maintaining project communications with the City's PM.

2. Managing the efforts of Motorola staff and coordinate Motorola activities with the City's project team members.

3. Managing subcontractors and third party vendors and integrating the delivery of third party content into the project.

4. Measuring, evaluating and reporting the progress against the project schedule.

5. Resolving deviations from the project schedule.

6. Monitoring the project to ensure that support resources are available as scheduled and as identified in the contract.

7. Coordinating and overseeing the installation of all licensed Motorola application software.

8. Reviewing and administering change control procedures through the City's PM and in accordance with the change management provisions of the Agreement.

9. Conducting status meetings in person on a monthly basis and via teleconference on a weekly basis or as may otherwise be reasonably required to discuss project status.

10. Preparing and submitting a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated project schedule and action item log.

11. Providing timely responses to issues related to project progress raised by the City's PM.

City PM

The City will designate a PM who will direct the City's efforts and serve as the primary point of contact for Motorola. Responsibilities of the City PM include:

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Implementation Plan 2-2

1. Maintaining project communications with Motorola's PM.

2. Identifying the efforts required of City staff to meet the task requirements and milestones in the Statement of Work and project schedule.

3. Reviewing the project schedule with Motorola's PM and assisting Motorola in finalizing the detailed tasks, task dates and Motorola and City Responsibilities.

4. Measuring and evaluating progress against the project schedule.

5. Monitoring the project to ensure that support resources are available as scheduled.

6. Attending status meetings with Motorola's PM.

7. Providing timely responses to issues related to project progress raised by Motorola's PM.

8. Liaising and coordinating with other agencies, City vendors, contractors and common carriers.

9. Reviewing and administering change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.

10. Approving and releasing payments in a timely manner.

11. Assigning one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one system administrator for CAD and for Jail and one or more representative(s) from the IT Customer.

12. Ensuring acceptable Change Orders and Approval Letter(s) are approved by authorized signature(s).

13. Providing building access to Motorola personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola personnel if required for access to City facilities. Access must be available twenty-four (24) hours a day during the course of this project.

14. As applicable to Motorola's installation, assuming responsibility for all fees for licenses and inspections and for any delays associated with inspections due to the required permits.

15. Providing reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service. Ensure a safe work environment for Motorola personnel. If problems are encountered with hazardous materials, Motorola will immediately halt work and the City will be responsible for the abatement of the problem or Motorola and the City will jointly come to a mutual agreement on an alternative solution. Motorola will be excused from timely performance of its obligations pending such resolution.

2.1.2 Project Schedule

Implementation of this project will proceed in accordance with a project schedule that is jointly approved by the Motorola and the City PMs during the project initiation phase. The mutually agreed upon project schedule will become the governing Project Schedule incorporated into the contract.

The project schedule is based upon work being accomplished Monday through Friday during normal business hours, with the exception of holidays.

Changes to the project schedule are governed by the terms and conditions of the System Agreement. A preliminary project schedule has been provided in Section 6.

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Implementation Plan   2-3

2.1.3   Project Communications

Motorola recognizes the importance of effective project communications. A Project Communications Plan will be created during the Project Kickoff and will include the following components:

- **Trigger.** Determines what information or event requires communication between the City and Motorola (*e.g.,* status meetings, requirements documents, Test plans, training plans).
- **Frequency.** Determines the frequency of communication (*e.g.,* daily, weekly, monthly, one-time).
- **Recipient.** Determines who will receive, participate in or be notified of each communication trigger.
- **Method.** Determines the method (*e.g.,* e-mail, conference call, formal letter) and format (*e.g.,* pre-determined form, page layout, field definition) of the communication.
- **Champion.** Determines who will be responsible for communication delivery or creation.
- **Planned Action.** Determines how the communication will be measured (*i.e.,* on-time, accuracy, professionalism).

2.1.4   Risk Management

Motorola's Project Management Plan includes the processes required to ensure project risks are managed. Motorola will develop the Risk Management Plan. Motorola and the City will jointly maintain a Risk Management Plan during the life of the project. The Risk Management Plan is an iterative process of identifying and measuring risks and developing, selecting, and managing options for handling those risks. The Risk Management Plan includes the following steps:

Identification. Determines which risks are likely to affect the project and documents the characteristics of each.

Quantification. Evaluates risks in terms of their probability of occurrence. The probability of occurrence includes the following measurements:

- Frequent: likely to occur on a continuous basis
- Probable: likely to occur several times
- Occasional: likely to occur some time
- Remote: unlikely but possible

Impact. Evaluates risks and risk interactions to assess the range of possible outcomes. The level of impact of the risk event includes:

- Critical: an event that, if occurred, would jeopardize project success
- Serious: an event that, if occurred, would cause major system cost/schedule increases
- Moderate: an event that, if occurred, would cause moderate cost/schedule increases
- Minor: an event that, if occurred, would cause a small increase in program costs and/or schedule
- Negligible: an event that, if occurred, would have insignificant effect on the project

Control. A risk control plan is established for each risk. The focus of the control plan is to manage or minimize the effect or impact of each risk by increasing the number of choices available and/or reducing the probability of occurrence. The methods for risk control include:

- Avoidance: eliminate the potential for occurrence
- Acceptance: the risk is allowed with no plan in place
- Mitigation: Steps are taken to reduce the likelihood or impact of the risk

Status. Motorola's PM and the City PM will be responsible for the monitoring and management of the risk issues identified.

2.1.5   Action Item/Issues Log

Motorola's Project Management Plan includes the development of an Action Item/Issues Log that will be used throughout the project. Motorola's PM will work with the City PM during the kickoff to design and approve the format of the Action Item/Issues Log. The purpose of the log is to resolve project issues that arise within the scope of the project. Issues that change or modify the project scope, (i.e. quantities, schedule, deliverables), are handled through the Change Control process. The Action Item/Issues Log identifies the issue, provides regular status updates on specific tasks, and identifies the responsibilities of all parties.

2.1.6   Change Control

The change control process covers contract changes to the Agreement and defines the procedures by which the project scope may be changed. It includes the paperwork, tracking systems, and approvals necessary for authorizing changes.

The intent of the change control process is to ensure concurrence between the City and Motorola on any changes to the contract baseline as it is currently documented and recorded.

Changes to the contract may originate for several of the following different reasons:

- Addition/deletion to scope of Project
- Complaint requiring action
- System design change
- Requirement change
- Functional change
- Milestone Payment change
- Procedural change spelled out in the contract
- Supplier change of equipment
- Alternate equipment or solution being proposed
- Schedule change to project and Modification to the Terms and Conditions of the contract

The Motorola PM reviews the requested change with the City PM to determine the proper course of action necessary to respond to the requested change. This review may involve resources from Contracts, Engineering, and/or key subcontractors (if applicable) to properly evaluate and respond to the merits of the change. An evaluation usually determines whether a proposed change is feasible, meets the intent of the change, is appropriately priced, if applicable, and tests for acceptance of the change by both parties involved. Change orders may result in price increases, may be price neutral, or may decrease the price.

Change orders must be authorized and executed by the City and Motorola before work on the change order can begin.

2.1.7   Status Reporting

Project Status includes the performance of the project in relation to project scope, schedules, issues, and quality. Project performance measurements include a list of the appropriate milestones, task completion points, and deliverables. This format will ensure that proper checkpoints are utilized to make sure the project is proceeding according to schedule.

The Motorola project manager will monitor and communicate project performance via project status reporting to the City as well as internally to Motorola team members. Status reports will be provided monthly.

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The following items will be included within the project status report.

- Completed activities, deliverables and milestones, comparing to plan.
- Work plan activities, deliverables and milestones, if any, planned for the current and the next reporting period
- Updated Action Item/Issues Log
- Project notes and comments

2.1.8 Quality Assurance

Quality Assurance ("QA") processes ensure the highest level of defect-free products that consistently meet specification requirements, performance, reliability, interoperability, usability, and documentation.

QA testing begins with defined processes in the development environment that include unit and integration testing prior to the software being delivered to the QA Department.

Once received in QA, an established review process is maintained for all products prior to approval for shipping, control of the final code, and oversight of the products once they have been shipped.

The QA Department is responsible for the following:

- Establishing, achieving, and maintaining Motorola quality objectives
    - Meet requirements through design concepts, testing, and validation
    - Performance measurements against objectives and requirements
    - Adhering to Six Sigma Quality Process
    - Applying ISO 9001-2008 quality management principles
- Developing, executing, and reporting standardized Test Plans
- Performing Software Configuration Management
- Reviewing activities, including requirements, design, and end-user documentation
- Controlling supplier, subcontractor, and third party software deliverables as procured, installed and configured by Motorola
- Providing Defect Control and error tracking
- Creating and maintaining quality records

All software products must pass comprehensive testing before shipping. An established policy dictates rules for acceptance/rejection of products and standards that must be met before products are authorized for shipment.

Motorola's QA process includes involving the QA team in the early stages of development. QA plays an active role in reviewing requirements and design to ensure that the maximum coverage is incorporated into the Test Plans/Procedures used by the QA team in the verification of the software.

Motorola recognizes that each customer's needs and configurations are different. As such, Motorola's QA processes include functional testing at the customer sites following installation and configuration of the software. Functional testing is completed following the initial installation as well as subsequent software upgrades.

2.1.9 Testing and Completion

The Acceptance Test process confirms that the delivered solution meets product requirements as defined in the contract. All test criteria will be predicated by the contract exhibits including Motorola's responses to City requirements. The Acceptance Test Plan will be jointly developed by Motorola and the City and will include the test processes to be performed, the criteria by which tests

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will be evaluated, and resolution plans by which issues that may not successfully pass the initial testing will be addressed.

Testing task descriptions are provided in the Statement of Work.

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SECTION 3

STATEMENT OF WORK

3.1 CAD/MOBILE AND JAIL STATEMENT OF WORK

This Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the implementation of the PremierOne CAD/Mobile and Jail systems to support public safety call-taking, dispatching and jail operations.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the City and will be addressed in accordance with the change provisions of the Contract.

3.1.1 Contract Award

The City and Motorola execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

After the contract is awarded Motorola and the City assign project resources. The projects are setup in the Motorola information and management systems and the kick-off meeting is scheduled.

3.1.3 Project Kickoff

The purpose of the Project Kickoff activity is to introduce project participants, review the scope of the projects and review the project schedules.

Motorola Responsibilities

1. Schedule and facilitate the kick-off meeting to clarify roles and responsibilities and establish team working relationships.
2. Work toward finalizing the project schedule dates.
3. Review the Training Plan.
4. Discuss upcoming tasks and activities.

City Responsibilities

1. Provide input to the final project schedule dates.
2. Review the Training Plan.
3. Identify the team responsible for handling the City activities of the product deployment.

Motorola Deliverables

Title	Description	Format
Project Kickoff Meeting Minutes	Meeting minutes that include topics discussed and actions taken during the meeting	Microsoft Word document
Training Plan	Document that describes each of the training courses.	Microsoft Word document

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Title	Description	Format
Project Schedule	A project schedule reflective of mutually agreeable task dates.	Microsoft Project

3.1.4   Contract Design Review

3.1.4.1   Functional Scope Review

The purpose of this activity is to review the contracted functional capabilities of the PremierOne system in detail, including screens, processing, and outputs of the incident, unit, status monitoring, geofile, messaging, workflow, and reporting functional areas of the system.

The Functional Scope Review will commence following the project kickoff meeting and is approximately a four-day activity. The review will be an opportunity for Motorola to explain in-detail how the City's requirements will be met by the PremierOne CAD/Mobile and Jail system and Motorola's implementation methodology. Motorola will solicit information on current City business processes and workflows. The Functional System Description document for each Motorola-developed product will serve as the basis for the review.

Motorola Responsibilities

1. Review current legacy system(s), business workflows and operating procedures.
2. Review site's current GIS data, including boundary information and collect sample data. Establish consistent terminology for response boundaries.
3. Facilitate a review of the contract deliverables including a review of Motorola's responses to the City's requirements as presented in the RFP.
4. Conduct a review of the City's operations with PremierOne functionality.

City Responsibilities

1. Make appropriate individuals available to review the City workflows.
2. Provide documentation on the City's current workflow and operating procedures.
3. Provide sample of GIS data.
4. Facilitate a visit to the City's CAD and Jail units, if requested.
5. Provide time to meet with both CAD and GIS representatives to discuss required number of response layers, agency and beat names. This information is important to gather as it is needed to begin provisioning. All of the data will be required but the streets, address points and common places can be works in progress that can be updated as the project moves along. The agency and beat names should be final by provisioning.

Motorola Deliverables

Title	Description	Format
Functional Specification Review Meeting Minutes.	A document presenting the discussion items, requested scope modifications and initial implementation tasks to be conducted by both parties.	Microsoft Word document
Geodatabase Project Plan	A document that contains the necessary response layers, agencies, beat names, common places, street centerline, and address points. It defines the source materials, the responsible party for each task, outlines deliverables and due dates, and training.	Microsoft Word document

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3.1.4.2   Site Survey and Infrastructure Planning

The purpose of this activity is to review the infrastructure requirements for the PremierOne system and to ensure the computer room(s) and other locations are appropriate for the installation of the proposed system hardware. Motorola will facilitate a meeting following the project kickoff to review the Site Requirements document included in the Appendices and to conduct a survey of the City's facilities. The objective of this review is to ensure the City's existing infrastructure(s) and facilities will support an optimal installation environment for the PremierOne system.

Motorola Responsibilities

1. Review Site Requirements Document.
2. Review the proposed system hardware, operating system software, third-party software and all associated peripherals and update the bill of materials, as required.
3. Review the workstation specifications.
4. Conduct a site survey/audit of the facilities in which system hardware will be installed to assess site readiness.
5. Identify required connectivity for interfaces and queries to internal and external systems.
6. Prepare a report that includes recommendations for any site preparation required to provide a suitable environment for installation of the system equipment and that identifies any deficiencies related to power, power supplies, cabling, network connectivity, communications equipment.

City Responsibilities

1. Provide projected utilization statistics and other information as is reasonably required to validate final hardware requirements.
2. Review the final hardware and operating system software configuration.
3. Make appropriate City staff available to explain the current City architecture.
4. Ensure site environment meets minimum requirements, as stated in the Site Requirements document.
5. Ensure connectivity to internal and external systems is available, as required to support the proposed interfaces and queries.
6. Provide a site adequate for the installation, operation, and maintenance of all computer server(s), workstation(s), and related peripheral in accordance with Motorola's requirements.
7. Provide a programmer work area for Motorola on-site staff in the primary facility, located near but outside of the computer machine room. The room should be equipped with AC power. The area must have internet access, if available. This work area will be available during the course of the project.
8. Assume sole responsibility for the accuracy and completeness of City-supplied data.

Motorola Deliverables

Title	Description	Format
Site Survey Results	Review of City's Site Environment readiness.	Microsoft Word document
Bill of Materials or Equipment List	List of equipment that Motorola will order or that the City must provide	Excel Workbook

3.1.4.3   IP Network Analysis

The objective of this activity is to ensure the local and wide area networks will support the proposed solution. A Motorola Network Systems analyst will conduct an on-site assessment of the existing City network.

Motorola Responsibilities

1. Perform on-site network assessment.

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2. Analyze data.
3. Prepare recommendations.
4. Present and discuss recommendations with the City.

City Responsibilities

1. Provide access to all required facilities and locations necessary to perform assessment.
2. Provide information on current network architecture and configuration.
3. Review and discuss recommendations with Motorola.

Motorola Deliverables

Title	Description	Format
Site Preparation Recommendations	A document that outlines the physical and network improvements necessary to support the contracted Motorola solution.	Microsoft Word document

3.1.5 CAD/Mobile and Jail Provisioning

This proposal and associated project plans utilize the base PremierOne deployment model with focus on efficiently enabling the core capabilities of the system for the City operations. Motorola discloses that the PremierOne system contains certain features and functionalities that are capable of being enabled but will not be provisioned within the scope of this contract but may be mentioned, referenced and/or described in provided product documentation including functional system descriptions and users guides. These features and functionalities are generally described as:

- User Interface (UI) customization, including changes to the forms, screens, fields, buttons, status monitors and map display are not enabled as part of this contract, unless explicitly indicated in the contract documentation
- Customized address books and groups, other than a ready reference address book that is included with CAD/Mobile solutions
- Interfaces, queries, and data feeds to external systems not explicitly indicated in the contract
- The optional, advanced recommendations constructs of Modifying Circumstances, Capability Groups, Personnel Skills, Cross Staffing Groups, Response Classes, Response Descriptors and Response Mode
- The alternative message routing feature

City may not enable these features and functionalities, but Motorola and City may enter into a change order or contract amendment to provide for the enablement of the features and functionalities. Such change order or contract amendment may include required Motorola Services to enable the features and functionalities, and would include the applicable price to be paid by City for the enabled features and functionalities and related services.

Notwithstanding the provisions of paragraphs 1 and 2 immediately above, City and Motorola may agree by change order or contract amendment to allow City to enable the features and functionalities and perform the related services, but subject to the condition that City's personnel who will perform the enabling activities have been trained and certified by Motorola as being qualified to do such work; in such case, the change order or contract amendment would address the training to be provided by Motorola and the associated price for such training. Motorola is not responsible for the enabling services if City performs these services rather than Motorola.

If the System becomes covered by a Motorola Maintenance and Support Agreement, that agreement may require an amendment to cover the enabled features and functionalities as well as the price increase for these incremental maintenance and support services.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

3.1.5.1   Pre-Provisioning Workshop

The Pre-provisioning Workshop is Motorola's opportunity to recommend the best approach to configuring the PremierOne CAD/Mobile and Jail systems, based on the workflow analysis performed during the Functional Scope Review and within the constructs of Section 3.2 Default Configuration Table. One workshop will be conducted to review CAD/Mobile and one workshop for Jail.

City personnel that participate in this activity should include resources very familiar with CAD, Mobile, GIS and Jail operations.

Motorola Responsibilities

1. Provide BAs at City's site to discuss available and recommended provisioning options.
2. Deliver Provisioning Workbook templates and train personnel on completing the workbooks for the collection of their provisioning data.
3. Determine agency types and agency names to support the PremierOne geodatabase development. This information will have been collected at the kickoff, the agency and beat name must be finalized at this point as any changes at the agency level will require the provisioning to be done from scratch.
4. Pre-configure the City's system prior to provisioning training.

City Responsibilities

1. Provide resources knowledgeable in the City's business and GIS processes and participate in the Pre-provisioning workshop.
2. Review the documented business processes and provide input into best available configuration options.
3. Complete Provisioning Workbook, having all provisioning data collected prior to next provisioning effort.

Motorola Deliverable

Title	Description	Format
Premier One Provisioning Guide and Workbook(s)	Documents that describe provisioning requirements and documents information about the City's business processes.	Microsoft Word document

3.1.5.2   CAD/Mobile and Jail Provisioning

Motorola will perform the agency provisioning according to the data provided in the provisioning documentation and workbooks within the constructs of Section 3.2 - Default Configuration Table. System provisioning is based upon extensive use of the default configuration in combination with customer-specific provisioning inputs identified during the information discovery, business process review, and provisioning workshop phases of the project. These inputs are documented in the provisioning workbook and will include premise hazards and referral phone data.

The provisioning process may include the loading of data elements from sources such as Excel worksheets where possible, but other elements require validation and must be manually entered. In all cases, the City is responsible for providing the required data elements. Note that provisioning may be done remotely.

Motorola Responsibilities

1. Conduct an on-site check-in with City personnel to verify readiness for provisioning, and completeness of provisioning workbooks.
2. Conduct Provisioning in accordance with the provisioning data gathered.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

3. Conduct GIS training in accordance with the Training Plan.
4. Conduct validation of provisioning at the appropriate checkpoints.
5. Conduct Provisioning Training.

City Responsibilities

1. Collect the information identified during the pre-provisioning workshop in preparation for provisioning.
2. Ensure personnel who are familiar with the dispatch and mobile processes and procedures participate in provisioning efforts.
3. Complete system provisioning validation after provisioning effort is completed.

Motorola Deliverable

Title	Description	Format
Provisioned System	Motorola personnel to provision system and lead City through validation checkpoints	Remote

3.1.6   Hardware and Software

3.1.6.1   System Staging

The objective of this activity is to order and install the Motorola procured hardware and software components at Motorola's staging facility. The system will then be tested and verified to be operational in a staged environment. Once validated, the system will be packed and shipped to the City's location for installation.

Motorola Responsibilities

1. Order all hardware, software and related components and deliver them to Motorola's staging facility.
2. Rack and install all hardware components.
3. Install and configure system software.
4. Verify PremierOne functionality in accordance with release criteria.
5. Ship staged system to the City's site.

City Responsibilities

1. Provide appropriate receiving facility for the system equipment.

Motorola Deliverables

Title	Description	Format
Equipment Inventory	A list of equipment ordered and delivered to Staging facility.	Microsoft Word document
Staged System Delivery	All staged System components delivered to the City's facility.	

3.1.6.2   On-Site Installation

The objective of this activity is to install the system at the City's site. The output of the activity will be an installed PremierOne Suite hardware and software. This activity addresses physical installation activities and system connectivity verification.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Motorola Responsibilities

1. Install the staged system at City's site.
2. Conduct a Power On test to validate to the City that the installed hardware and software are ready for configuration.
3. Verify network connectivity.
4. Load completed geodatabases.
5. Install PremierOne client software on up to five CAD (5) workstations and five (5) handheld devices to facilitate initial testing.

City Responsibilities

1. Certify that the server room, workstations, and mobile computers are available and meet agreed upon specifications.

Motorola Deliverable

Title	Description	Format
Power On Verification	Testing results and documentation that verifies the system is installed and functional.	Microsoft Word document

3.1.7 IDD Deployment

The objective of this task is to introduce the functionality available via the IDD tool, review the standard dashboards, and define and develop custom dashboards. This effort will utilize the City's existing Microsoft SQL Server licenses and BI tools to configure customer dashboards and data views using data available from City's PremierOne environment.

Motorola Responsibilities

1. Conduct a two (2) day overview/consultation at the City's site to review three (3) standard dashboards and define requirements for three (3) custom dashboards.
2. Document requirements for the custom dashboards.
3. Develop three (3) custom dashboards.
4. Conduct IDD training
5. Install the standard and custom dashboards at City's site. (This task will occur during the IDD training course.)

City Responsibilities

1. Provide resource(s) that have received PremierOne CAD Adhoc Reporting training to participate in the initial dashboard consultation and review delivery of the dashboards.

Completion Criteria

This task is considered complete upon delivery of the dashboards and training and demonstration that the custom dashboards conform to the documented requirements.

3.1.8 CAD Data Conversion

Motorola will convert specified data (incident/address history) that exists in the City's legacy CAD System to conform to the data structure of the PremierOne CAD application and be available in PremierOne CAD. While Motorola is responsible for converting the specified data, it is critical that the City assign a knowledgeable resource to this activity that will remain engaged with Motorola throughout the conversion process.

The legacy databases must be relational databases and Motorola must be able to link directly to the legacy databases from MS SQL Server.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Motorola does not provide any data clean up or manipulation of the provided data. The City should conduct a comprehensive analysis of the data in the legacy systems to identify duplicate data/records, lost data, orphaned records, or records that haven't been linked properly and resolve those issues prior to Motorola extracting the data to be converted.

Motorola Responsibilities

1. Work with the City to analyze data files to determine which tables contain the desired data and identify truncated, coded or masked data.
2. Conduct the Data Conversion Preparation Workshop to develop documentation that identifies where the information will be positioned in PremierOne CAD (Data Conversion Guide).
3. Extract the data to be converted from the legacy databases.
4. Develop and execute the conversion routine up to two times on a small representative data set to identify and correct any issues.
5. Perform a final test run on a small representative data set to verify the conversion results.
6. Perform the final data migration prior to the Live Cut, in accordance with the project schedule.

City Responsibilities

1. Provide Motorola with adequate documentation of legacy database and field mapping information of legacy systems.
2. Engage resources from legacy system vendors if required to provide information on legacy database schema, etc.
3. Participate in Data Conversion Preparation Workshop.
4. Review and approve the Data Conversion Guide
5. Review data at each test iteration.
6. Provide acknowledgement of completion of data conversion.

Motorola Deliverables

Title
Data Conversion Guide
Converted Data

3.1.9 CAD/Mobile and Jail Interfaces

3.1.9.1 Interface Requirements Gathering

The purpose of this activity is to review the details of each proposed interface by analyzing the City requirements for each. The Interface Requirements Documents ("IRD") will be the basis for this exercise. The IRDs describe the connectivity and functionality for each interface. Interfaces only provide the features and functions supported by PremierOne.

In cases where it is necessary for Motorola to work with the City's 3rd party vendors to finalize interface requirements, the City will be responsible for facilitating communications between Motorola and the 3rd party vendor and for any costs associated with efforts required of the City's 3rd party vendors, (professional services, API/SDK fees, licenses, and configuration or development).

Motorola Responsibilities

1. Conduct meetings to explain how the interface requirements are met by the PremierOne system and interfaces to external systems.
2. Develop and deliver Interface Requirements Documents for each interface.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

City Responsibilities

1. Make knowledgeable individuals available for the interface requirements meetings, to include internal customer resources as well as third party vendors, as required.
2. Provide documentation on City's current usage of each interface.
3. Facilitate a visit to the CAD Unit, if requested.

Motorola Deliverables

Title	Description	Format
Interface Requirements Documents	Documents that describe the connectivity and functionality of each proposed interface.	Microsoft Word document

3.1.9.2 Interface Installation and Configuration

Connectivity will be established between PremierOne and the external and/or 3rd party systems to which PremierOne will interface with. Motorola will configure PremierOne to support each contracted interface.

> The City is responsible for engaging 3rd party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

1. Establish connectivity to external and 3rd party systems.
2. Configure interfaces to support the functionality described in the IRDs.
3. Perform unit testing of each interface.

City Responsibilities

1. Act as liaison between Motorola and 3rd party vendors or systems as required to establish interface connectivity with PremierOne.
2. Provide personnel knowledgeable in the City's network and 3rd party systems to support Motorola's interface installation efforts.

Motorola Deliverables

Title	Description	Format
Unit Test Results	Documents that describe the results of interface unit testing.	Microsoft Word document

3.1.10 Queries

Motorola will develop, deliver, configure and test the query set described in the Technical Requirements Document (TRD).

Motorola Responsibilities

1. Configure Query Services and response forms, as listed in the Technical Requirements Document.
2. Configure the CAD command line to support the queries.
3. Test the query sets.

City Responsibilities

1. Participate in query testing.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Motorola Deliverables

Title	Description	Format
Demonstration of Query Set	Document that describes the results of query tests.	Microsoft Word document

3.1.11   PremierOne Training

The objective of this task is to prepare for and deliver instructor-led classroom training.

Motorola has provided the proposed training plan in Section 5. This plan will be reviewed with the City during project kickoff activities.

Motorola Responsibilities

1. Perform training in accordance with the Training Plan.
2. Provide Customer Training checklist document to City.

City Responsibilities

1. Supply a suitably configured classroom, with a workstation for the instructor and at least one workstation for every two students.
2. Designate a training representative who will work with the Motorola instructor(s) regarding the logistics of training delivery.
3. Conduct end user training to ensure user proficiency in use of the PremierOne applications, and in accordance with the training checklist document.

Deliverables

Title	Description	Format
Training Plan	Documents the plans to train end users and administrative/technical users of the products.	Microsoft Word document
Classroom Training Materials	Any electronic or hard-copy resource materials used during training.	Microsoft Word document
Training Evaluation Form	A form to be filled out by students to provide feedback on the efficacy of the training curriculum.	Microsoft Word document
Attendance Rosters	A record of the attendance of individual students at a training event.	Microsoft Word document

3.1.12   PremierOne Acceptance Testing

Acceptance tests will be performed to confirm that the delivered PremierOne and NG9-1-1 systems are in compliance with the Functional System Descriptions, related specifications and the contract requirements.

3.1.12.1   Project Test Plan

The objective of this series of tasks is to develop an overall plan for the test activities that will be conducted during the City's project. This plan will cover the following types of testing activities:

- Functional Acceptance Testing
- Interface /Integration Testing
- 30-Day Reliability Test Period

The test plan will describe the scope and objectives of each type of test. It will also describe the techniques that will be used during each type of test and describe the pass/fail criteria.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Motorola Responsibilities

1. Develop, deliver and review the Project Test Plan with the City

City Responsibilities

1. Provide input during the development of the overall test plan.
2. Review the Project Test Plan and notify the Motorola Project Manager of any items that require discussion.

Motorola Deliverable

Title	Description	Format
Project Test Plan	A document describing the types of testing that will be conducted, their scope and objectives, the techniques that will be used during each type of test, pass/fail criteria, and how test anomalies will be addressed.	Microsoft Word document

3.1.12.2 Functional Acceptance Testing

The objective of functional acceptance testing is to test the features and functions of the system that will be used by the City to ensure they perform according to the contractual requirements. The test plan may not test all functions of the system if they have been identified as not being applicable to the City's operations or for which the system has not been provisioned.

Motorola Responsibilities

1. Deliver Functional Test Plan scripts.
2. Conduct functional acceptance testing according to the approved test plan.
3. Develop remediation plan for features that fail the test.

City Responsibilities

1. Provide input during the development of the functional test plan and test scripts
2. Witness/participate in the functional acceptance testing and acknowledge its successful completion.
3. Participate in the documentation of items that fail testing and agree to the remediation action.

Motorola Deliverable

Title	Description	Format
Completed Functional Acceptance Test Plan	Documented results of functional acceptance testing and remediation plan for any functions that failed the test.	Microsoft Word document

3.1.12.3 Interface/Integration Testing

The objective of Interface functional testing is to ensure that the installed interfaces perform according to the IRDs.

- Motorola is not responsible for issues arising from lack of engagement of third-party and/or City resources to perform work related to the interface, or troubleshooting any issues on the City's third-party systems.

- Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of City's third party vendors will be tested to the degree the PremierOne functionality can be demonstrated and considered successful upon that demonstration.

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Motorola Responsibilities

1. Conduct interface/integration acceptance testing according to the approved test plan.
2. Develop remediation plan for features that fail the test.

City Responsibilities

1. Provide resources familiar with the requirements of the interfaces to validate functionality.
2. Witness the functional acceptance testing and acknowledge its successful completion.
3. Participate in the documentation of items that fail testing and agree to the remediation action.

Motorola Deliverable

Title	Description	Format
Completed Interface Acceptance Test Plan	Documented results of functional acceptance testing of interfaces and remediation plan for any functions that failed the test.	Microsoft Word document

3.1.12.4   Reliability Testing

The Acceptance Test Plan will include a 30-Day Reliability Test period for each primary system component (defined as CAD/Mobile and Jail). During this testing period, which commences at Go Live of the relevant primary system component, the system will perform in conformance with the Functional System Descriptions (FSD), based on the City's provisioning methodology and with the Reliability requirements defined in the Agreement. This test period is not attended by Motorola resources but they will be available to respond to error conditions, if/as required.

During the 30-day Performance and Reliability Test period, each primary system component will be available for a period of thirty (30) consecutive days without interruption by Severity Level 1 or 2 Residual Error, as defined in the Maintenance and Support Agreement. If the System experiences a Severity Level 1 error during the 30 day period, a new 30-day period will begin once the problem has been corrected. If a Severity Level 2 error is detected during the first 15 days of the test period, a new 30-day period will begin once the problem has been corrected. If a Severity Level 2 error occurs on or after day 16 of the initial 30-day test period, once corrected, the test will continue from day 16 for the remaining14-day period.

During this test period, the City shall maintain a log of system problems and cooperate with Motorola in correcting such problems according to the terms of the Maintenance Agreement. The City shall immediately notify Motorola by telephone if the system becomes unavailable.

Upon successful completion of the 30-day Reliability Period, Motorola and the City shall certify that the System Reliability Test period has been completed.

3.1.13   Go Live

The objective of this task is to transition operations from the legacy operations and systems to the PremierOne CAD/Mobile and Jail systems.

Following the conclusion of Acceptance Tests, Motorola will work with the City to develop the cutover plan. This plan will include tasks that need to be performed leading up to and following the actual cutover from City's legacy systems to the PremierOne system.

The cutover plan will also identify the process that may be used in the event that operations need to fall-back to the legacy system.

The transition to production use of the PremierOne system will be conducted according to the agreed cutover plan on a date and time mutually determined by the City and Motorola. The timing of this

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event is typically during a time of low activity levels. The outcome of this activity is the beginning of production use of the new system and commencement of the warranty period.

Motorola Responsibilities

1. Facilitate meetings with City staff to formulate the cutover plan.
2. Execute the cutover plan.
3. Provide on-site resources to support users with features and functions of the system.

City Responsibilities

1. Arrange for the participation of appropriate technical and operational staff in cutover planning meetings.
2. Provide appropriate staff to perform/support production cutover activities.

Deliverables

Title	Description	Format
Go Live Briefing	A formal presentation to client stakeholders describing the plan for transitioning PremierOne to production status.	Presentation
Go Live	The transition of City's dispatch operations to the PremierOne system	Operational System

3.1.14   Project Closure – Transition to Support

Following Go Live, the implementation project will be formally closed and the City will be introduced to Motorola's customer support organization.

The PM will record the installed systems and interfaces, City contact information, and information required to access the system. . A meeting will be scheduled with the Customer Support Manager ("CSM").

The system will transition to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

Motorola Responsibilities

1. Initiate the transition to the customer support organization.
2. Review support and maintenance provided by third-party partners.
3. Schedule the support transition meeting with the City and the Customer Support Manager (CSM).

City Responsibilities

1. Provide information, as required, to formalize the transition.
2. Participate in the meeting to transition to the customer support organization.

Deliverables

Title	Description	Format
Customer Support Handover document	A document that records the installed systems and interfaces, City contact information, information required to access the City's system when support is required.	Microsoft Word document

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3.1.15 System Completion

Following Customer Support Handover meeting, the system is deemed complete and the completion milestone will be acknowledged by both Motorola and City. The system will transition into the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

3.2 OPTIONAL IMPLEMENTATION SERVICES

3.2.1 CAD User Interface (UI) Customization

If this option is selected, Motorola will review the options for modifying the UI, record the requested changes and perform the initial modification effort. One UI will be tailored for call all call-taker and dispatch users. The City will have one opportunity to identify additional modifications to the UI which Motorola will deliver as the final version. Subsequent requests for changes will be evaluated per the change control process.

Motorola Responsibilities

1. Present available options for modifying the CAD UI.
2. Modify the CAD UI.
3. Review UI with the City.
4. Make final modifications after City review.

City Responsibilities

1. Participate in initial meetings to define requested UI modifications.
2. Evaluate the UI after the initial delivery and identify any final modification requests.

Motorola Deliverable

Title	Description
CAD UIs	UI that conforms to requested definition.

3.2.2 Status Monitor Customization

If this option is selected, Motorola will review the five (5) standard status monitors provided (described in section 3.3 which include Pending Queue, Active Incident Monitor, Unit Status Monitor, Available Units Monitor and Stacked Incidents) during up to four (4) 4-hour remote meeting sessions and identify the options for modifying them. The changes will be made real-time during the sessions. The City may request different modifications to the status monitors for call-takers than for dispatchers. If additional status monitors are requested (beyond the standard five (5) monitors) and the Motorola resource can create it during the allocated session times, the request will be met. If the request requires effort beyond the four (4) sessions, it will be managed in accordance with the change control process.

Motorola Responsibilities

1. Present available options for modifying the standard status monitors.

2. Modify the status monitors.

City Responsibilities

1. Participate in remote sessions to review status monitors.

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Motorola Deliverable

Title	Description
Modified Status Monitors	Status monitors that conform to requested configuration.

3.3   DEFAULT CONFIGURATION TABLE

The PremierOne system provisioning builds off a default configuration. This default configuration is the basis of the system provisioning process. Additional customer-specific provisioning inputs are used in conjunction with the default configuration to define the complete customer system provisioning. The Preprovisioning guide and provisioning workbooks provide details on the customer required provisioning inputs. During the project information discovery, business process review and provisioning workshop phases a detailed provisioning workbook will be populated to capture the specific provisioning settings agreed to be used for the customer system. Once approved, that provisioning workbook becomes the basis of the initial system provisioning completed by Motorola and the final system provisioning completed by the customer.

Topic	Default Configuration
1. AGENCY TYPE	• LAW • FIRE • COMM
2. AGENCY TRUST RELATIONSHIP	• If multiple agencies are defined in the system, the customer may opt for those agencies to have a trusted relationship which means that most data will be shared across the agencies. The customer may also opt for the agencies to not have a trusted relationship in which case data will not be available between those agencies.
3. AUTHENTICATION	• CJIS best practices for password rules are the default configuration for Law agencies and are an option for Fire/EMS and Comm agencies.
4. ROLES	• CallTaker • Dispatcher • Dispatch Supervisor • Fire Supervisor • Firefighter • Medic • Patrol • Patrol Supervisor • View Only • System Admin

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Topic	Default Configuration
5. UNIT MANAGEMENT - UNIT STATUS CODES	• DS (Dispatched) • AR (Arrived) • FI (Field Initiate) • TR (Transport) • TA (Transport Arrived) • ER (Enroute) • EH (Enroute Hospital) • AH (Arrived Hospital) • EJ (Enroute Jail) • AJ (Arrived Jail) • ES (Enroute Station) • ST (Station) • WP (With Patient) • OK(Okay) • MB (Meal) • AD (Admin) • OS (Out of Service) • CL (Clear) • FP (Foot Patrol) • EMERGENCY

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Topic	Default Configuration

6. INCIDENT MANAGEMENT	• Address verification is required on Field Initiate
	• Closed incidents are not included on duplicate incident checks
	• Call stacking enabled
	    o Max call stack size = 0
	    o Stack limit may be exceeded by 1 for a Field Initiate
	    o Auto dispatch next incident by priority
	• Incident priorities are 1-5
	    o Timeouts on stacked calls (by priority) are: Immediate, 5, 7, 9, Never - return to pending
	    o Priority 1 & 2 incidents show as previous incidents for 2 years, all other incidents show for 30 days
	• Sort incidents in ascending order
	• Fields that trigger a priority notification in CAD if updated are : Incident Location, Incident Type, Incident Priority, Person Name, Vehicle Plate is priority
	• Fields that trigger a priority notification in Mobile if updated are : Incident Location, Incident Type, Incident Priority, Alarm Level, Apt Number, Person Name, Vehicle Plate is priority
	• Disposition is required to close incident
	• Reopen incident Initial Status – Pending
	• Print Size:1/1
	• Incident Number Format: Agency ID/ Incident Sequence # /YYMMDD/Dash separator
	• Formatting Report Number Format: Agency ID/CCYY/Report Sequence #
	• Contact Complainant default – MAY
	• Form After Initiation – Update Incident
	• Automatically display ANI/ALI information
	• Automatically add comments to all associated incidents
	• One Pass Traffic Stop Type
	• Require address verification on Traffic Stop
	• Default sort by Incident Number for Incident Searches
	    o Include with Previous Person/Vehicle Search
	    o Include phone number search
	    o Units for height – Feet-Inches
	    o Units for Weight - Pounds

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Topic	Default Configuration
7. RESPONSE TYPES	- Commercial Structure 2nd Alarm 3rd Alarm - Residential Structure 2nd Alarm 3rd Alarm - Multi-Residence 2nd Alarm 3rd Alarm - Single Engine - Accident - Auto Aide - Mutual Aide - Haz Mat - EMS - ALS - BLS - First Responder 1 patrol 2 patrol 2 patrol + Sup ***Note***: *Agencies define what Capabilities are needed to respond to each Response Type and also define for each Incident Type what Response Type is required*

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Topic	Default Configuration
8. **CAD INCIDENT DISPOSITION CODES**	• Arrest • Referred to other Agency • Unfounded • False Alarm • Arrest • Citation Issued • Gone on Arrival • Report Taken • No Report • Transport to Hospital • Transport to Jail • Transport to Juvenile • Billable • Not Billable • Assist • Service Provided/Resolved • Refused Transport • ***Note***: *Incident Disposition Codes are independent of Case Report Disposition Codes in Records*
9. **PREMISE HAZARD TYPES**	• Responder Safety • Access • Contact • Medical • Chemical • Miscellaneous
10. **STATUS MONITORS**	• Pending Queue • Active Incident Monitor • Unit Status Monitor • Available Units Monitor • Stacked Incidents
11. **ADDRESS BOOK**	• System generated groups for agency, area, role, incident, all users, all units, all devices, all logged in mobile users • Option for a book to track contact information for non-system entities (Ready Reference)

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SECTION 4

PREMIERONE GIS DATA REQUIREMENTS

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PremierOne GIS Data Requirements   4-1

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It is expected that PremierOne customers already maintain GIS data in ArcGIS. A customer's GIS

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PremierOne GIS Data Requirements   4-2

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PremierOne GIS Data Requirements   4-3

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PremierOne GIS Data Requirements   4-6

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

There are common places that do not have a valid address. This would include locations that are

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PremierOne GIS Data Requirements 4-7

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SECTION 5

PREMIERONE TRAINING PLAN

5.1   COURSE LISTING

The following matrix delineates the classes that have been proposed for the PremierOne product line. The matrix includes the number of classes per course type, the maximum number of participants per class and the location of each of the classes. Additional class modules may be obtained by the City for an additional fee.

Table 5-1: PremierOne Course Listing

Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Location	Not To Exceed (hours) per Class
PremierOne CAD/Mobile Business Process Review/Discovery	12	1	12	City	24
PremierOne CAD/Mobile Pre-Provisioning Workshop	25	1	25	City	24
Importing GIS Data into PremierOne	4	1	4	City	8
PremierOne CAD/Mobile (Maintenance) Provisioning Training	6	1	6	Remote Webinar	24
PremierOne CAD base Train the Trainer	12	1	12	City	28
PremierOne CAD base End User Training	6	4	24	City	24
PremierOne Mobile base Train the Trainer	12	2	12	City	4
Standard Reports Training in PremierOne CAD/Mobile	4	1	4	Remote Webinar	16
PremierOne CAD/Mobile System Administrator Training	4	1	4	Remote Webinar	16
PremierOne Jail Provisioning Workshop	6	1	6	City	24
PremierOne Jail base Train-the-Trainer	12	1	12	City 1	32
PremierOne Jail System Administration and Reporting Training	4	1	4	Remote Webinar	16

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PremierOne Training Plan   5-1

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5.2 TRAINING OVERVIEW

Motorola considers training to be an extremely important aspect of the system installation and requires working closely with the City. Prior to the start of training, the City will designate a Customer Training Representative. This individual must be familiar with the City's daily operations and must attend each Motorola educational course. Motorola trainers will rely on this representative to be the one point of contact for Motorola staff when policy and procedural questions arise, act as course facilitator, and act as the City's educational monitor. The City will also identify the personnel who will serve as trainers. These individuals must participate in all the Train-the-Trainer courses. In addition to the skills described below, the City's trainers must have prior experience as a classroom instructor and a thorough understanding of the City's operations. Other courses will require participants from different areas of the City's operations as shown in the individual course descriptions, detailed in Motorola training course descriptions.

5.2.1 System Administrator

The City will be obligated to appoint a key individual to act as the System Administrator. This individual will be responsible for reporting/verifying problems, completing and maintaining application configuration, and performing system administrative duties such as system back-ups, archives, etc. The designated individual should be proficient in Windows and possess database administration and PC and System knowledge. Motorola strongly recommends that the system administrator(s) be proficient in the prerequisites defined in the document.

System Administrator Prerequisites

The City is responsible for ensuring that its system administrators are proficient in the prerequisite technologies. These technologies are embedded in the Motorola applications; however, training in these technologies will not be provided by Motorola. Below is a suggested list of courses supporting Microsoft technologies that the City may consider.

PremierOne clients will operate on Windows XP Service Pack 3 and Windows 7.

Microsoft

Technologies:
- Windows Administration
- SQL Server 2012
- SQL Server Reporting Services
- System Center 2012 (SCOM)

Suggested Courses:
- 10967A Fundamentals of a Windows Server Infrastructure
- Installing, Configuring, and Administering Microsoft Windows XP Professional
- 6292 Installing and Configuring Windows 7 Client
- 10775 Administering Microsoft SQL Server 2012 Databases
- 55021 Configuring and Administering Hyper-V in Windows Server 2012
- 50273 Planning and Designing Microsoft Virtualization Solutions
- 55006 System Center Operations Manager 2012

5.2.2 Training Facilities and Schedules

The City shall provide facilities for training courses which are alcohol and smoke-free. Both the classroom and workshop classes will require a white-board for instructor's use and shall

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accommodate student note taking. The workshop format also requires multi-monitor student workstations. Students and instructors will dedicate class time to training and will not be subject to interruptions. At least two days prior to each training course, the instructor shall have access to the training facility and all workstations for setup and workstation configuration. All training will be held at the City's site; the instructor shall notify the City in advance of any teaching about aids such as chalkboards or overhead projectors which will be required in the facility.

Motorola and the City shall mutually agree to training schedules to accommodate the City's shift operations and other site-specific requirements. Evening courses will end by 10:00 p.m.

5.2.3   Training Methods and Procedures

Motorola offers two types of training classes:

- Administrative workshops; focused on providing specialized users with in-depth knowledge on the features, operational, and administrative functions of the system.
- Train the Trainer; instructor-led classroom training that provides key individuals with extensive hands-on use of the system utilizing true-to-life incident scenarios so they can develop and provide training to new users.

Students must have a typing proficiency of 25 wpm, knowledge of PCs and Microsoft Windows, and have completed course prerequisites as listed in the course descriptions.

Designated Motorola Business Analysts will provide application instruction using several techniques and materials.

- **Instructor Lesson Plan:** The instructor's tool for planning the detailed course content on a module-by-module basis.
- **Training Course Agenda:** The student handout that outlines the course sequence of events including duration, and course modules.
- **Training Course Objectives:** The instructor's predefined course objectives. These are provided for Train-the-Trainer classes only.
- **Training Observation Forms:** The instructor's tool for tracking the student's ability to perform the skills taught in the class. These are provided for Train-the-Trainer classes only. Motorola instructors will complete the observation forms and provide them to the Customer Training Representative upon completion of the course. Motorola does not make a pass/fail determination for participating students.
- **Evaluations:** On the final day of a training class, the students will be asked to complete an Instructor Evaluation form. They are optional forms and anonymity is acceptable.
- **Certificates of Attendance:** Students completing the Train-the-Trainer class will receive Certificates of Attendance.
- **Attendance Rosters:** The City will provide to the Motorola instructor a roster listing the names of training participants ten (10) days prior to the start of the course. Instructors will complete Attendance Rosters of actual participants for each day of training.
- **Motorola PremierOne User Documentation:** An electronic copy of the applicable Motorola Reference Manuals and documentation will be provided prior to training. The City is responsible for duplicating and delivering manuals to participating students prior to class commencement.

5.2.4   Training Subsystem

PremierOne has a fully functional training environment that will enable the City's trainers to provide on-going end-user training. This training subsystem allows training to continue without interruption of the real time operations. Use of the training subsystem is covered in the Train the Trainer classes.

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

5.2.5   Session Attendance

Motorola is committed to providing a quality training experience and desires that the City receives the maximum benefit from each training session. Each training session has been sized to provide the optimal training environment that meets the needs of the students in relation to the complexity of the material being presented. Given the nature of the material being presented and the intensity of the training, it is imperative that maximum course numbers not be exceeded. In the event the number of students in attendance exceeds the published maximum number of students and the list of participants identified on the training roster, Motorola will take corrective action, ensuring the integrity of the session is maintained and the student's ability to learn is protected. Motorola corrective action may include:

- Delaying the start of training until the number of students in attendance is in line with the maximum number of students allowed for the session.
- Splitting the class into multiple sessions. In such a case, the City will be charged for multiple occurrences of the class plus additional expenses, including travel related expenses, incurred by Motorola.

5.3   COURSE DESCRIPTIONS

The following tables provide detailed descriptions of training courses that will be provided as part of the system at the location indicated.

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PremierOne Training Plan   5-4

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-2: PremierOne CAD/Mobile Business Process Review/Discovery

Goal:	Facilitate discussions and document findings of City's business practices and needs for PremierOne CAD and Mobile implementation and provisioning.
Course Materials:	PremierOne Business Process Review and Discovery Guide.
Location:	City's facility
Duration:	24 Hours over three consecutive days
Participants:	Those with knowledge of the departments CAD/Mobile business practices and those with the ability to make decisions.
Class Size:	One designated lead for each Agency type with authority to make decisions on the provisioning settings for that agency type is required. Up to 10 participants.
Prerequisite:	Knowledge of current Mobile and CAD application and configuration and agency SOPs. Specific agency inputs as described in the pre-provisioning guide and provisioning preparation materials.
Instructor:	Motorola Business Analyst
Environment Setup:	Projector White board or Easel Chart with markers.
NOTE:	Observation of the Communications Center is requested for the Motorola Business Analyst.
Motorola Staff Days:	3 days

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-3: PremierOne CAD/Mobile Pre-Provisioning

Goal:	Provide detailed discussion on Mobile and Computer Aided Dispatch (CAD) provisioning data files, in order to prepare for upcoming provisioning training. Also includes GIS-related elements, i.e. agency names, etc.
Course Materials:	PremierOne CAD/Mobile Provisioning Guide PremierOne Provisioning Workbook
Location:	City's facility
Duration:	24 hours over three consecutive days
Participants:	CAD and Mobile administrators and personnel familiar with current processes and workflows. Personnel responsible for providing the data required for provisioning and making the decisions on configuration options.
Class Size:	Maximum of twenty-five (25) students (Note: Provisioning Training will be a subset of the Pre-Provisioning attendees that will make final provisioning decisions.)
Prerequisite:	Knowledge of current Mobile and CAD application and configuration and agency SOPs. Microsoft and ESRI proficiency as defined in the Prerequisites Section.
Instructor:	Motorola Business Analyst
Environment Setup:	Instructor's workstation(s) Projector White board (if possible)
NOTE:	As this is not a hands-on class, there can be a large audience. The actual Provisioning training has a smaller class size. An accurate geodatabase must be provided before moving on to Provisioning training
Motorola Staff Days:	3 days

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PremierOne Training Plan   5-6

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-4: Managing GIS Data with PremierOne Import Tool

Goal:	This course offers the skills and practice necessary to use the PremierOne Import tool and create the required databases and mxd docs for CAD and Mobile. The module covers the use of the import tool to build the required file and SDE geodatabases for the PremierOne CAD system.
Location:	City's facilities
Format:	Combined classroom and workshop
Course Materials:	PremierOne GIS System Administrator Training Guide
Duration:	Up to 24 hours in a single business day
Participants:	GIS personnel and GIS System Administrator(s)
Class Size:	Maximum of 4 students
Prerequisite:	Computer knowledge and PC skills including DOS and Microsoft Windows, and basic PC functionality. Completion of Windows tutorials or equivalent training. Basic understanding of geographical data and proficient in the use of ArcGIS. A day of prep to ensure a working SDE connection to the PremierOne server from the machine the GIS import tools are installed on.
Instructor:	Motorola GIS Mapping Business Analyst

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PremierOne Training Plan   5-7

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-5: PremierOne CAD and Mobile base Provisioning Training

Goal:	Provide detailed instruction on initial agency inputs and maintenance of PremierOne Computer Aided Dispatch (CAD) and Mobile provisioning data files
Course Materials:	PremierOne CAD/Mobile Provisioning Guide Course Outline
Location:	Remote/Webinar session. City participants need to provide their own space, equipment and network access
Duration:	24 hours over three consecutive days
Participants:	Those responsible for making the decisions on configuration options and those responsible for maintaining the CAD/Mobile system provision.
Class Size:	Maximum of six (6) students
Prerequisite:	Knowledge of current Mobile and CAD application and configuration and agency SOPs. Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	One (1) workstation for each participant, secondary monitor recommended Network access for connection to Motorola Instructor VPN access to City system Microsoft Excel should be installed on at least one training workstation
Motorola Staff Days:	2 days

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-6: PremierOne Computer Aided Dispatch base Train-the-Trainer

Goal:	Provide selected personnel with sufficient knowledge to support an end user training program on the core functionality of PremierOne CAD.
Course Materials:	CAD User Guide Course Outline
Location:	City's facility
Duration:	Up to 28 hours over three and one-half consecutive business days If Mobile is part of the solution then Mobile train-the-trainer will also be completed during the same week as this course.
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current CAD application and customer operations. Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	A workstation for each participant with network connection Instructor's workstation(s) with network connection Projector White board or Easel Chart with markers.
Motorola Staff Days:	Three (3) days training

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-7: PremierOne Computer Aided Dispatch base End User Training

Goal:	Provide selected personnel with sufficient knowledge to operate the provisioned features of PremierOne CAD.
Course Materials:	CAD User Guide Course Outline
Location:	City's facility
Duration:	Up to 24 hours over three consecutive business days If Mobile is part of the solution then Mobile train-the-trainer will also be completed during the same week as this course.
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current CAD application and customer operations. Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	A workstation for each participant with network connection Instructor's workstation(s) with network connection Projector White board or Easel Chart with markers.
Motorola Staff Days:	Three (3) days training

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-8: PremierOne Mobile base Train-the-Trainer

Goal:	Provide selected personnel with sufficient knowledge to support an end user training program on the core functional of PremierOne Mobile.
Course Materials:	PremierOne Mobile User Guide Course Outline
Location:	City's facility
Duration:	4 hours, completed during the same week as CAD train-the-trainer
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current Mobile application and customer operations. Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	A workstation for each participant with network connection Instructor's workstation(s) with network connection Projector White board or Easel Chart with markers.
Motorola Staff Days	Up to 4 hours on One day

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PremierOne Training Plan 5-11

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-9: PremierOne CAD/Mobile System Administrator Training

Goal:	Provides practical techniques for system administration and maintenance of the CAD and/or Mobile components of the PremierOne system.
Course Materials:	CAD and Mobile System Administration Guides Course Outline
Location:	Remote/Webinar session. City participants need to provide their own space, equipment and network access
Duration:	Up to 16 hours over two consecutive business days
Participants:	Personnel responsible for the day to day management of the system.
Class Size:	Maximum of four (4) students
Prerequisite:	Knowledge of customer site network, IT policies and operations. Microsoft proficiency as defined in the Prerequisites Section. Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	One (1) workstation for each participant, secondary monitor recommended Network access for connection to Motorola Instructor VPN access to customer system
Motorola Staff Days	One (1) day of preparation Two (2) days training

EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-10: Standard Reports Training in PremierOne CAD/Mobile

Goal:	Provide selected personnel with knowledge on the PremierOne Report Data Warehouse using Microsoft's SQL Server Reporting Service (SSRS) software and the standard reports available with PremierOne.
Course Materials:	SSRS Training Guide
Location:	Remote/Webinar session. City participants need to provide their own space, equipment and network access.
Duration:	Up to 16 hours over two consecutive business days
Participants:	Personnel who will manage and run reports
Class Size:	Maximum of six (6) students
Prerequisite:	Some knowledge of reporting systems Completion of PremierOne overview courses
Instructor:	Motorola SSRS and Reports specialist
Environment Setup:	A workstation for each participant with network connection Access to PremierOne RDW and SSRS
Note:	Sufficient sample data will need to be present in the system in order to build realistic reports during class. It is recommended that this class take place after CAD Train the Trainer to facilitate this need.
Motorola Staff Days:	Two (2) days training

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-11: PremierOne Jail Provisioning Workshop

Goal:	Provide selected personnel with sufficient knowledge to configure PremierOne Jail to meet the agency's needs, including security, agency code tables, personnel, and other administrator items
Course Materials:	PremierOne Records Provisioning Guide Course Outline
Location:	City's facility
Duration:	16 hours over 2 consecutive days
Participants:	Administrators who are responsible for configuring agency information
Class Size:	Maximum of six (6) students
Prerequisite:	Knowledge of current business practices Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	A workstation for each participant with network connection Instructor's workstation(s) with network connection Projector White board (if possible)
NOTE:	Allow at least four weeks from the end of provisioning training to perform the necessary work prior to the PremierOne Jail Train-the-Trainer classes This course can be broken down into modules based on which personnel need to be in attendance. There will also be working sessions to aid the Agency with proper provisioning
Motorola Staff Days:	2 days

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-12: PremierOne Jail base Train-the-Trainer

Goal:	Provide instruction for students to acquire baseline knowledge and develop skills to use PremierOne Jail system.
Course Materials:	PremierOne Jail User Guide Course Outline
Location:	City's facility
Duration:	24 hours
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current Jail Management application and customer operations. Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	A workstation for each participant with network connection Instructor's workstation(s) with network connection Projector White board or Easel Chart with markers.
Motorola Staff Days	Up to 3 days

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EXHIBIT C-2. TECHNICAL & IMPLEMENTATION DOCUMENTS

Table 5-13: PremierOne Jail System Administration and Reporting Training

Goal:	Provide detailed instruction on maintenance of PremierOne Jail provisioning, on-going system maintenance, reporting environment and standard reports
Course Materials:	PremierOne Records/Jail System Administrator Guide Course Outline
Location:	Remote/Webinar session. City participants need to provide their own space, equipment and network access.
Duration:	Up to twenty-four hours over two (2) consecutive business days
Participants:	Personnel responsible for the day to day management of the system and report generation.
Class Size:	Maximum of four (4) students
Prerequisite:	Knowledge of customer site network, IT policies and operations. Completion of PremierOne overview courses
Instructor:	Motorola Business Analyst
Environment Setup:	A workstation for each participant with network connection for webinar and connectivity to system provisioning and reporting environments.
Motorola Staff Days:	Two (2) days

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PremierOne Training Plan   5-16

EXHIBIT C-4. PERFORMANCE SCHEDULE

SECTION 6

PERFORMANCE SCHEDULE

We are providing a sample project schedule to highlight the typical project implementation timeline and task order. As part of project kickoff activities, the Motorola Project Manager will collaborate with the City's Project Manager to develop a mutually agreeable project schedule which will include the final contracted scope of work and project resources (including subcontractors).

Changes to project scope and the project schedule will be by mutual agreement between Motorola and the City, and will be in accordance with the change-control provision of the contract.

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Performance Schedule   6-1

EXHIBIT C-4. PERFORMANCE SCHEDULE

Name	Durati	2016				2017		
		Jun	Aug	Oct	Dec	Feb	Apr	Jun
PremierOne CAD/Mobile Deployment	277							
Contract Signing	0							
Contract/Kickoff/CDR	41							
Post Award Contract Review/Scrub	2							
PM Completes Transition Meeting Survey	0							
GIS Services Gathering /Validation (Rem	2							
CAD/Mobile Product Overview + Info Disc	9							
Project Kickoff - Business Analysis + Cust	13							
Network Analysis (S&AP Team)	12							
CDR Sign-Off	0							
PM Completes Post-CDR Survey	0							
CAD Provisioning	21							
GIS Services Implementation	5							
CAD/Mobile Provision Laptop + Services	2							
CAD/Mobile Provisioning Services	15							
CAD/Mobile Provisioning Checkpoints (R	2							
CAD/Mobile Provisioning Training	3							
Provisioned System Review	2							
Hardware and Software Infrastructure	93							
Order Hardware	5							
CCSI Staging	3							
CAD/Mobile Factory Acceptance Test	4							
Ship System to Customer Site	0							
Equipment Arrives at Customer Site	0							
Unpack/Install System	5							
Install Three (3) Workstation Clients	1							
Hardware/Software Installed	0							
Install Cumulative Upgrade 1	4							
CAD Interfaces	104							
CAD/Mobile Interface Specifications	15							
IRDs Delivered	0							
Interface Development	94							
Interface/Data Feed Installation/Configura	30							
CAD Queries - CLETS, ARJIS, SD Mugshot,	85							
Build/Test/Modify 1 query for each Boat, A	17							
QDDs, Development, Installation, Testing	26							

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6-2   Performance Schedule

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EXHIBIT C-4. PERFORMANCE SCHEDULE

	Name	Duration	2016				2017		
			Jun	Aug	Oct	Dec	Feb	Apr	Jun
	Interface Installation Complete	0							
	Intelligent Data Discovery (IDD)	11							
	Intelligent Data Discovery (IDD)	11							
	Data Analysis/Data Conversion	50							
	Conduct Customer Meeting/Data Review	5							
	Data Conversion (Hours from Sol Summ)	40							
	Go-Live Data Load	5							
	CAD Training	41							
	Mobile Clients (MagStrip, Trng, Installatio	3							
	Customer Prepares Training Facility	1							
	CAD Train the Trainer Training	5							
	Develop End User Training Curriculum	2							
	Mobile Train the Trainer Training	1							
	Customer Trains Mobile Users	22							
	CAD End User Training - 1	4							
	CAD End User Training - 2	4							
	CAD End User Training - 3	4							
	CAD End User Training - 4	4							
	CAD/Mobile TTT Complete	0							
	GIS Training	5							
	CAD/Mobile System Admin/Reports Traini	5							
	Intelligent Data DiscoveryTraining	5							
	CAD Go Live and Transition Activities	26							
	PM Creates Cutover Plan	9							
	CAD/Mobile Final OnSite Test - Final Syst	5							
	Go-Live Prep	5							
	System Documentation	2							
	CAD/Mobile Go Live	5							
	CAD/Mobile Go-Live	**0**							
	30-Day CAD Reliability Test Period	22							
	30-Day Reliability Period	22							
	Micosoft Royalty Reporting (See Note)	0							
	ESRI and Or CommSys Reporting (See N	0							
	Jail Kickoff	2							
	P1 Jail Kickoff	2							
	Jail Provisioning	18							

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Performance Schedule   6-3

EXHIBIT C-4. PERFORMANCE SCHEDULE

Name	Durati	2016				2017		
		Jun	Aug	Oct	Dec	Feb	Apr	Jun
Prep for Provisioning Training	6							
Provisioning Training Class	4							
Provisioning Verification Workshop	9							
Provisioning Verification Workshop	9							
Jail Interfaces	32							
Jail IRDs	18							
Jail Interface Development	32							
Jail Interface Installation/Configuration/Te	30							
Jail Train-the-Trainer	24							
Train the Trainer	6							
Jail TTT Complete	0							
Customer Trains Users	19							
Jail Advance Configuration Tool	12							
Prep for Training	3							
Advanced Config Tool Training	3							
Client Configures PremierOne Data Bas	6							
Jail ATP	30							
Functional Acceptance Test	5							
Pre-Live Support/Testing	5							
Jail System Live Cut	30							
PM Creates Cutover Plan	1							
Live-Cut Support	4							
FINAL SYSTEM ACCEPTANCE	0							
Administrative	277							
AMS	26							

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6-4   Performance Schedule

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Exhibit D

Maintenance and Support Agreement

The Maintenance and Support Agreement is on the following pages.

Note: LifeCycle services are included in this Agreement and Exhibit D to this Maintenance and Support Agreement. Professional Upgrade Services Statement of Work applies to the Upgrade Services.

Exhibit D
Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and the City of Chula Vista, CA ("Customer"), having a place of business located at 315 Fourth Avenue, Chula Vista, CA 91910, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1   EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A   "Covered Products, Support Options and Pricing"
Exhibit B   "Customer Support Plan"
Exhibit C   "Labor Rates"
Exhibit D   "Professional Upgrade Services Statement of Work"

Section 2   DEFINITIONS

"CSR" means Motorola Solutions Customer Service Request System

"Equipment" means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

"Motorola" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola owns. The term includes Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases.

"Non-Motorola Solutions Software" means Software that a Third Party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services included as Exhibit D to the MSA.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

"Products" means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "On Demand Releases," "Cumulative Updates," "Supplemental Releases," "Standard Releases," or "Product Releases." The content and timing of Releases will be at Motorola's sole discretion.

An "On Demand Release" is a limited usage release defined as a release of Motorola Software that primarily will address a high priority issue and will be issued on an "as needed" basis; an On Demand Release will be superseded by the next issued On Demand Release or Cumulative Update.

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Supplemental Release" is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer's specific configuration, a Supplemental Release might not be applicable.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A " "Product Release" is defined as a release of Motorola Software containing product enhancements and improvements such as new databases, modifications to databases, and/or new servers and other technology components. A Product Release includes more significant architectural and hardware changes than a Standard Release. A Product Release involves file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: "1.2.0.4.**a**," Cumulative Updates by the fourth digit: "1.2.0.**4**.a," Supplemental Releases are identified by the third digit: "1.2.**0**.4.a," Standard Releases by the second digit: "1.**2**.0.4.a," and Product Releases by the first digit: "**1**.2.0.4.a."

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

"System" means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to a System Agreement between Customer and Motorola.

"Technical Support Services" means the remote telephonic support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

"Update" means an On Demand Release, Cumulative Update, Supplemental Release or Standard Release.

"Upgrade" means a Product Release.

Section 3   SCOPE AND TERM OF SERVICES

3.1.   In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in this Maintenance and Support Agreement and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2.   Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is ten (10) year(s), beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3.   This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4.   When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5.   All Customer requests for covered Services will be made initially with the call intake center identified in the Covered Products, Support Options and Pricing Exhibit.

3.6.   Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1.   Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2.   Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Cumulative Update, Supplemental, or Standard Release for Motorola's PremierOne Applications after receipt of a request from the Customer. The Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Motorola in connection with Supplemental or Standard Releases. On Demands and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On Demands and Cumulative Updates as requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3.   Motorola will provide to Customer available Product Release software at no cost after receipt of a request from Customer, but Customer must pay for any installation or other services, unless they are covered by the professional upgrade services described in Exhibit D of the MSA, and services to install and configure that Equipment in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4 Along with maintenance Software Releases, Motorola will make available for sale new purchasable licensed solutions beyond those already purchased under this agreement. Those purchasable solutions may include new modules, subsystems or products that are separate and distinct from the PremierOne products purchased under this agreement. Newly released Products may have PremierOne as a pre-requisite and/or share some portion of the PremierOne code base. Customers are not entitled to these products, solutions or subsystems within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5.   As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release will meet Customer's particular requirement, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the updated or upgraded version of the Software, which services may be fee based.

3.6.6.   Except as provided in Section 3.6.6, Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.6.7.   Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release concerning the following Software: Customer Service Request, Case Management, Integration Framework, and Integration Framework Express.

3.7.   The Maintenance and Support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8.   The Customer hereby agrees to:

    3.8.1.   Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

    3.8.2.   Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

    3.8.3.   Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

    3.8.4.   Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. These employees are considered the authorized users. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available).   The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware.   The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter.

    3.8.5.   Customer will facilitate software upgrades in accordance with Section 3.6.2 which may include but is not limited to scheduling remote or local access to the system; coordination of upgrade with users, if service interruptions are anticipated; participating in testing activities; and maintaining communications with Motorola through completion of the upgrade.

3.9.   In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10   Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11.   If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12   Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 4.   RIGHT TO SUBCONTRACT AND ASSIGN

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.   Any

MOTOROLA *SOLUTIONS*

attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

Section 5.   PRICING, PAYMENT AND TERMS

5.1   Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Upon contract execution, Customer will issue a Purchase Order (if applicable) to Motorola in the full amount of the Contract Price, or evidence of full funding for a multi-year agreement and will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution. Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. Third-party products will increase annually based on a current vendor supplied maintenance and support quote.

5.2.   Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3   If Customer requests, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4   Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

Section 6.   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA SOLUTIONS PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 7.   DEFAULT/TERMINATION

7.1.   If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to

Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2.   If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (I) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3.   If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4.   Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential.

7.5   Any termination by Customer prior to the expiration of the multi-year term, for any reason other than Motorola default, will result in an early termination fee equal to the discount applied to the invoices for the multi-year term, which will be due and payable upon such early termination. Annual discounts, if any, for the multi-year term can be found on the Covered Products, Support Options and Pricing Exhibit.

Section 8.   GENERAL TERMS AND CONDITIONS

8.1.   Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: _____
Attn: _____
_____
_____

Motorola Solutions, Inc.
Attn: Law Dept.
1301 E. Algonquin Road
Schaumburg, IL 60196

8.2.   Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3.   Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party.

An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4.   Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5.   This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6.   This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Section 9.   CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

Section 10.   COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

MOTOROLA SOLUTIONS, INC.   **CUSTOMER**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A to MSA
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT   **TERM:**

CUSTOMER AGENCY	City of Chula Vista, CA	**BILLING AGENCY**	
Address	315 Fourth Avenue	Address	
City, State, Zip	Chula Vista, CA 91910	City, State, Zip	
Contact Name		**Contact Name**	
Contact Title		Contact Title	
Telephone Number		Telephone Number	
Email Address		Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product

Site Identification Numbers

Product Group	*Site Identification Number*	*Phone Prompt*

Standard Services Include:

Customer Support Plan	Virtual Private Network VPN Tool
Case Management 24x7	Defective Media Retention
24x7 Technical Support	System Self Monitoring Tools (P1)
Third-party Vendor Coordination	Microsoft Embedded Maintenance
On-site Support (when applicable)	Access to Users Group Site
Software Releases, as defined	

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees
PremierOne CAD/Mobile/Jail	PremierOne CAD Software: CAD Server, CAD/Mobile Reporting, Mapping Server, (10) CAD Clients, Interfaces (E911, Radio: PTT, NetRMS CFS, ARJIS Call Export. NetRMS Query , State/NCIC	24x7	Lot	$515,630.00
	PremierOne Mobile Software: Mobile Server, (65) concurrent Mobile Clients		Lot	$253,432.00
	PremierOne Jail Software: Records Server (1 to 50 users), (10) concurrent Clients, Advanced Configuration Tool, Jail Booking and Detention, Interfaces: Regional Mugshot System, AFIS		Lot	$251,508.00
			TOTAL	**$1,020,570.00**

THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	Term Fees
HP	HP server and storage hardware and software, CAD/Mobile and Jail		Lot	$156,274.00
	CommSys		Lot	$49,301.00
	Microsoft SQL Server, SysCtrDatacenter			$163,382.00
				$.00
			TOTAL	**$368,957.00**

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT   **TERM:**

Optional Services Available:

Technical Support 9x5 (downlift)	Users Conference Advance Purchase**
Professional Services Upgrades*	On-site Support Dedicated Resource
Hardware Refresh*	GeoFile Services
Professional Services Consultation	Time and Materials
Professional Services Training	Lifecycle Services*
*Require Multi-year Agreement	

USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS				
Users Conference Attendance ($2,650 per Attendee) Includes:	**Year**		**Number Attendees**	
● **Registration fee** ● **Roundtrip travel for event (booked by Motorola)** ● **Hotel accommodations (booked by Customer Agency per Motorola website instructions)** ● **Ground Transportation (booked by Motorola)** ● **Daily meal allowance[1]**				

[1] **Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.**

OPTIONAL SUPPORT SERVICES

Service	Description	Qty	Term Fees
Software Refresh Services	Delivers the services required to perform software upgrade tasks for Standard releases and Product Releases including installation, testing and training of features or functions introduced by the upgraded version of software	Up to 1 every other year, if available	$419,539.00
Hardware Equipment Refresh Service	Provides for Motorola procurement and installation of new hardware components	Up to one during the ten (10) year term	$135,673.00
			$555,212.00

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees
PremierOne CAD/Mobile, Jail	24x7	$1,020,570.00
Multi Product/Multi-Year Discount		($91,662.00)
SUBTOTAL MOTOROLA SUPPORT		**$928,908.00**
HP, CommSys, Microsoft		$368,957.00
SUBTOTAL THIRD PARTY SUPPORT		**$368,957.00**
Optional Support Service		$555,212.00
SUBTOTAL OPTIONAL SUPPORT SERVICES		**$555,212.00**
GRAND TOTAL		**$1,853,077.00**

Exhibit B to MSA
CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT
CUSTOMER: City of Chula Vista, CA   **TERM**: Ten (10) Years

Introduction

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

I.	**Service Offerings**
II.	**Accessing Customer Support**
III.	**Severity Levels and Case Management**
IV.	**Responsibilities**
V.	**Customer Call Flow**
VI.	**Contacts**

I.   Service Offerings

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

■	Logging, dispatching and tracking service requests
■	Selected 1st call support, triage and resolution
■	Telephone and/or on-site support for normal technical requirements
■	High-level technical support prior to Engineering escalation
■	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

II.   Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:
- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:
1.   **Motorola System Support Center Toll Free Number**
2.   **eCase Management through Motorola On-Line**
3.   **Email Case Ticketing**

Option 1 - Call Motorola Solutions System Support Center

<div style="border:1px solid #000; background:#bcd6f0; padding:8px;">

<u>Call Motorola Solutions Toll free 800-323-9949</u>
- Select from the auto attendant as follows:
  - **Option 2** – Technical Support of Infrastructure Products
  - Then select **Option 6** – Public Safety Applications
  - Next select the appropriate system type option
    1. CAD
    2. RMS, Records
    3. Mobile Applications
    4. Jail Management Systems
    5. Law Records (LRMS)
    6. Customer Service Request System (CSR)
    0. All Other Applications

</div>

Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number.   Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member.   A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

MOTOROLA SOLUTIONS
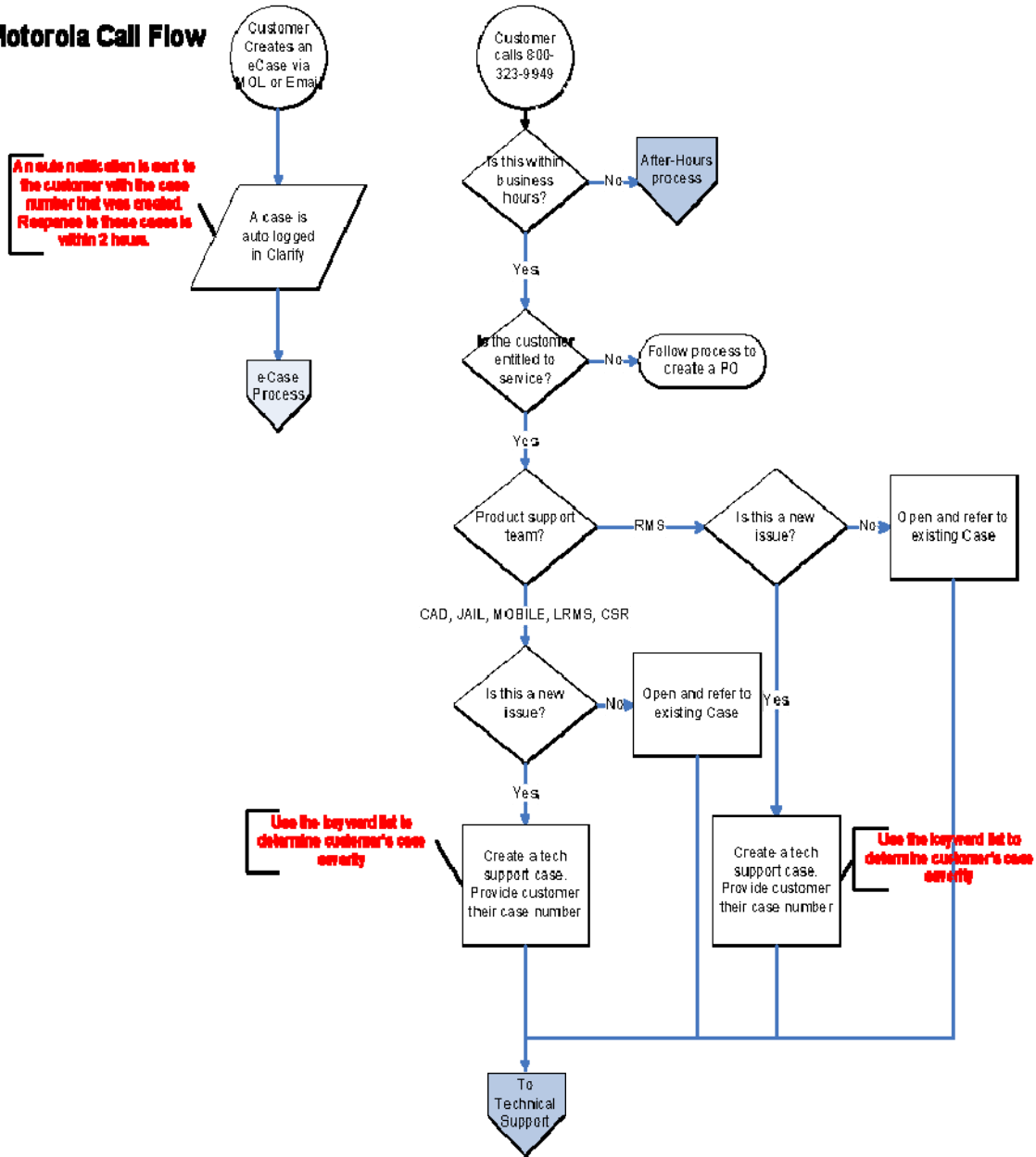
Technical Staff Call Flow

```
                        ┌──────────────┐
                        │  Technical   │
                        │   Support    │
                        └──────┬───────┘
                               │
                               ▼
                      ┌─────────────────┐      ┌────────────────────────┐
                      │  The Support    │      │ An auto notification   │
                      │ Analyst works the│─────│ is sent to the         │
                      │ issue making    │      │ customer with an update│
                      │ updates to the  │      └────────────────────────┘
                      │ Clarify case.   │
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                               ▼
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                        ╱ Is the issue ╲             │  The Support    │      │ An auto notification   │
                       ╱  escalated to   ╲──Yes──────▶│ Analyst logs the│─────│ is sent to the         │
                       ╲  an SR in       ╱             │      SR.        │      │ customer with an update│
                        ╲ Clearquest?   ╱             └────────┬────────┘      └────────────────────────┘
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                              No                       ┌─────────────────┐      ┌────────────────────────┐
                               │                       │ An Engineer     │      │ An auto notification   │
                               ▼                       │ works the SR and│─────│ is sent to the         │
                      ┌─────────────────┐              │ makes updates to│      │ customer with an update│
                      │  The Support    │              │ the Clarify case│      └────────────────────────┘
                      │ Analyst works the│             └────────┬────────┘
                      │ Clarify case to │                       │
                      │  resolution.    │                       ▼
                      └────────┬────────┘              ┌─────────────────┐      ┌────────────────────────┐
                               │                       │  The Engineer   │      │ An auto notification   │
                               ▼                       │ works the SR to │─────│ is sent to the         │
                      ┌─────────────────┐              │  resolution.    │      │ customer with an update│
                      │ Support technician│            └────────┬────────┘      └────────────────────────┘
                      │ closes the Clarify│                     │
                      │      case        │                     ▼
┌──────────────────┐ └────────┬────────┘           ┌─────────────────┐
│ An auto          │          │                     │ Support technician│
│ notification is  │          │                     │ closes the Clarify│
│ sent to the      │─────╲    ▼                     │ case after FRB    │
│ customer with    │      ╲ ┌──────────┐            │ and CrashTrack    │
│ resolution       │       ╲│   End    │◀───────────│ process.          │
│ information      │        │ customer │            └─────────────────┘
└──────────────────┘        │ process  │
                            └──────────┘
```

MOTOROLA SOLUTIONS

How to Obtain Technical Support for Products

Step 1. Call the Motorola Solutions System Support Center 1-800-323-9949 **Step 2.** Select option 2 (Technical Support) **Step 3**. Select option 6 (Public Safety Applications) **Step 4**. Select product specific option **Step 5.** Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)

Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address

Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days

Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.

Option 2 - Submit a ticket via eCase Management from Motorola On-Line
Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola Solutions On-Line Account
To set up a Motorola Solutions On-Line account, please visit https://businessonline.motorolasolutions.com and follow the directions on the link for "Sign Up Now. "

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management.** Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site
Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorolasolutions.com with your user ID and password, click on the **Contact Us ❼ Open Case**, and select **System Support Issue** from the Issue Type drop-down.

Primary Features of On-Line Technical Case Management
Motorola customers have three main functions available through Motorola On-Line to manage their cases:
A. Open new cases
B. Search for existing cases and view details of the existing case
C. Update existing cases by adding notes

    A. Open a New Case
1. Log into Motorola Solutions On-Line
2. Click on the "Case Mgmt" ❼ Open Case

3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID
Contact Phone: 8008140601
Contact Email: PT1728@MOTOROLASOLUTIONS.COM
Reason: System Support Issue
Title:
System Support Site: Please Specify
Case Type: Please Specify
Severity: Please Specify
System: Please Specify
Description:
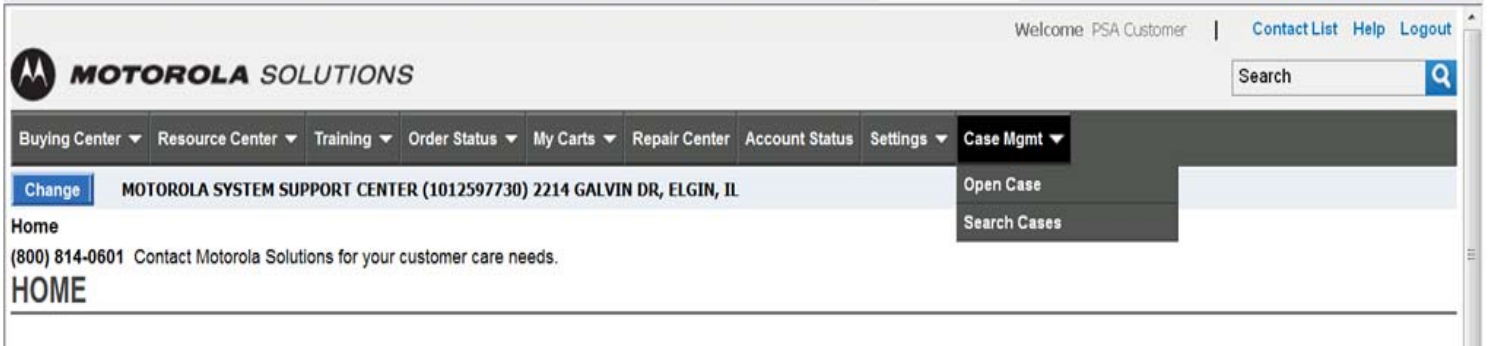
4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications** System
6. Fill in a detailed description of your issue
7. Click "Create Case"

Create Case

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.

B. *Search for an Existing Case*
   1. Log into Motorola On-Line
   2. Click on the "Case Mgmt" ❷ Search *Case*
   3. *Enter the exa̱ct case number or enter search criteria to find a range of tickets*
   4. Click "Got To" or "Search"
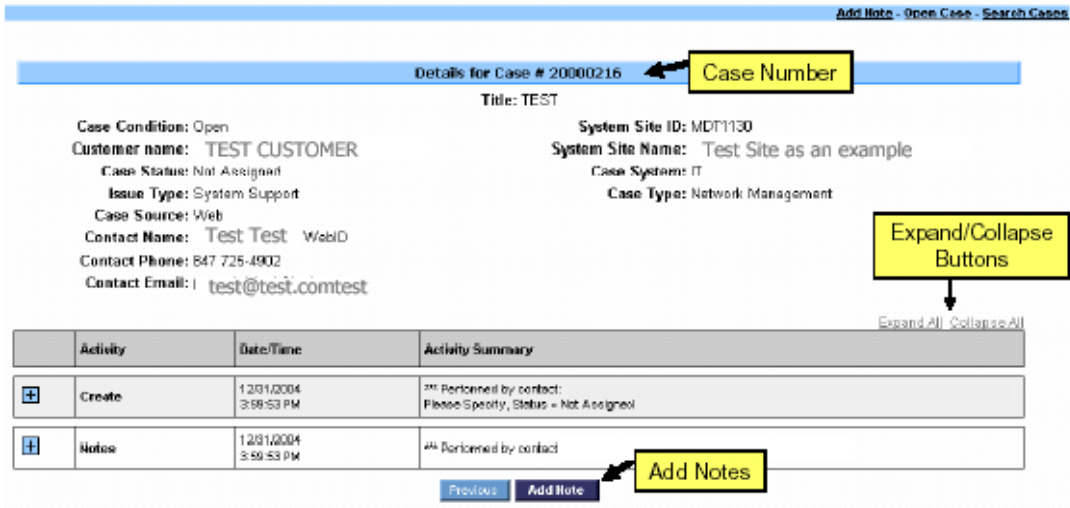
C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.

2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.

3. When updating case notes, please provide contact information, which includes phone number, email, etc.

4. For questions on Motorola On-Line eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow

```
                    eCase
                   Process
                      │
                      ▼
              ┌──────────────┐
              │    Is the     │              ┌──────────────┐
              │  customer     │──── No ────▶ │ Follow the   │
              │  entitled to  │              │ process to   │
              │  service?     │              │ create a PO  │
              └──────────────┘              └──────────────┘
                     Yes
                      │
                      ▼
              ┌──────────────┐
              │ Is the product│                    ┌──────────────────┐
              │ supported by  │── Salt Lake City ──│ Assign the Tech  │
              │ Boulder or Salt│                   │ Support case to  │
              │ Lake City?    │                    │ the "PSA Salt    │
              └──────────────┘                     │ Lake City"       │
                   Boulder                         │ Clarify Queue    │
                      │                             └──────────────────┘
                      ▼                                       │
              ┌──────────────┐            ┌──────────────┐    ▼
              │ Assign the   │            │ The case is  │  ┌────────────────────────┐
              │ case to the  │──────────▶ │ assigned to  │──│ An auto notification   │
              │ "PSA Boulder │            │ the          │  │ is sent to the owners  │
              │ Clarify      │            │ appropriate  │  │ of the queue.          │
              │ Queue"       │            │ queue.       │  └────────────────────────┘
              └──────────────┘            └──────────────┘
                                                  │
                                                  ▼
                                               To
                                           Technical
                                              Staff
```

Option 3 - Submit a ticket via Email Case Management
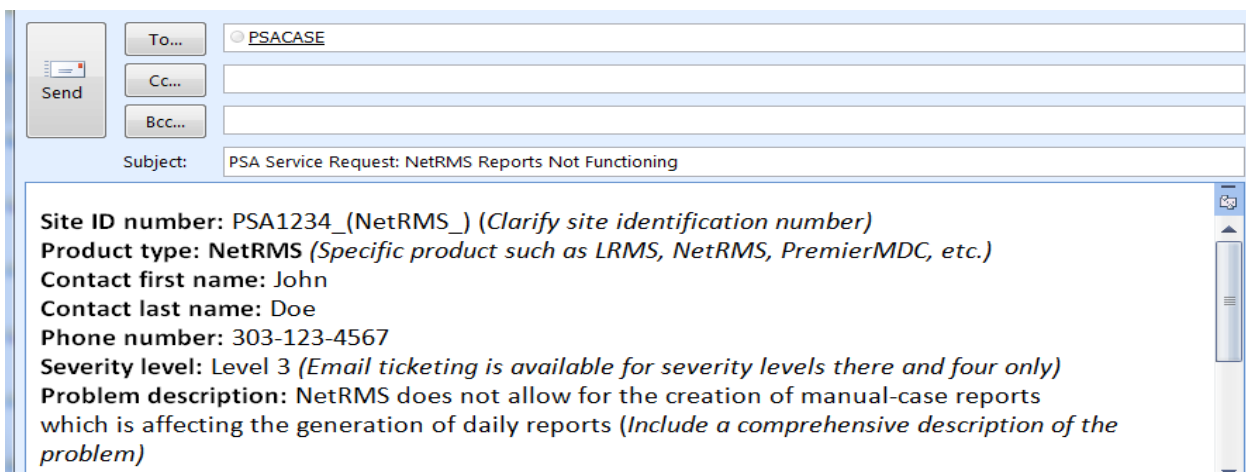
An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, <u>the message must be formatted exactly as described below</u>:

1. Address your email to PSACASE@motorolasolutions.com

2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title

3. Type **Site ID =** followed by the site identification number of the system location

4. Type **Product Type=** followed by the product family type. Choose from the following list:

   - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
   - CSR (CUSTOMER SERVICE REQUEST)
   - INFOTRAK, LRMS
   - JAIL MANAGEMENT (OFFENDERTRAK)
   - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
   - NETRMS

5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact

6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.

7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached

8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number

9. Type **Problem Description =** followed by a comprehensive description of the problem

10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:

III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	**Total System Failure** - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	**Telephone conference within 1 Hour of initial voice notification**
2	**Critical Failure** - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	**Telephone conference within 3 Business Hours of initial voice notification during normal business hours**
3	**Non-Critical Failure** - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	**Telephone conference within 6 Business Hours of initial notification during normal business hours**
4	**Inconvenience** - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	**Telephone conference within 2 Standard Business Days of initial notification**

*Incoming cases are automatically assigned an initial **Severity Level** of **3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	**ACTION**	**RESPONSIBILITY**
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All *Severity Level 1* problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

3.1 **Reporting a Problem**. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.

3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

3.3 **Error Correction Status Report**. Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

4.1.1 **Support on Motorola Software**. Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.

4.1.2 **Motorola Response**. Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.

4.1.3 **Remote Installation**. At Customer's request, Motorola will provide remote installation advice or assistance for Updates.

4.1.4 **Software Release Compatibility**. At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.

4.1.5 **Customer Notifications**. Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.

4.1.6 **On-Site Software Correction**. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4.1.7 **On-site Product Technical Support Services**. Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.

4.1.8 **Principle Period of Maintenance**. At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.

4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes**. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to NCIC and state interfaces are not part of the covered Services. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.

4.1.10 **Anti-virus Software**. At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.

4.1.11 **Account Reviews**. Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

4.1.12 **Reports**. Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

4.1.13 **Maintenance Contract Administration**. Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.2 Customer Responsibilities

4.2.1 **Initiate Service Request Cases**. Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.

4.2.2 **Assess Severity Level**. Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.

4.2.3 **Escalate Appropriately**. Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit .

4.2.4 **Support on Hardware**. Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.

4.2.5 **VPN connectivity**. Provide VPN connectivity and telephone access to Motorola personnel.

4.2.6 **Anti-virus software.** Run installed anti-virus software.

4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.

4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		Motorola Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			

Problem Description: Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.

Steps to Duplicate: Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	
Step Two:	
Step Three:	
Step Four:	
Step Five:	
Step Six:	
Step Seven:	
Additional Steps:	
Expected Results:	
Actual Results:	
Configuration Checked:	

MOTOROLA SOLUTIONS

Exhibit C to MSA
Labor Rates

MAINTENANCE AND SUPPORT AGREEMENT
CUSTOMER: City of Chula Vista, CA   **TERM**: Ten (10) Years

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

Exhibit D to MSA
PROFESSIONAL UPGRADE SERVICES STATEMENT OF WORK

MAINTENANCE AND SUPPORT AGREEMENT
CUSTOMER: City of Chula Vista, CA   **TERM**: Ten (10) Years

A. General Information

This document describes the scope of work involved in providing enhanced Lifecycle services throughout the duration of the maintenance and support period. The Lifecycle services are provided in accordance with the terms and conditions of the Motorola Solutions Inc. Maintenance and Support Agreement and are hereby referred to as "Lifecycle Services".

Nothing in this Statement of Work is meant to supersede, replace or amend the terms and conditions stated in the Motorola Solutions Inc. Maintenance and Support agreement.

B. Scope of Service

Upgrade Services

Upgrade Services are a component of Lifecycle Services and are defined in scope as the labor services required to execute on the planning, delivering, testing and training of Motorola Software Releases to the Customer when and if Standard Releases and/or Product Releases of software become available for those solutions components identified in Exhibit A Description of Covered Products contained within the Motorola Solutions, Inc. Maintenance and Support Agreement.

The Hardware Equipment Refresh Services are also included in Lifecycle Services and provide for Motorola procurement and installation of hardware components during the 10 Year term of the Maintenance and Support term. The new hardware will be substantially consistent with the hardware included in the original bill of materials to include server hardware and operating system and database software, network access components and storage hardware and software. The final list of components to be replaced will be reviewed between Motorola and the Customer.

The hardware refresh will coincide with the installation of a Standard Release and/or Product Release of software within the 10 Year term after commencement of the Maintenance and Support Agreement.

At the time of proposal, Motorola has identified the covered software products as follows:

- ❖ PremierOne Suite inclusive of:
  - o PremierOne CAD/Mobile
  - o PremierOne Jail

C. Upgrade Timing and Delivery Overview

Per the terms of this Agreement, when and if a Standard Release and/or Product Release version becomes available, Motorola will perform services described in this Statement of Work for up to five (5) software upgrades, not to exceed a total of five (5) software upgrades during the ten (10) year agreement.

Motorola will perform the hardware refresh services described in this Statement of Work up to one (1) hardware upgrade service, not to exceed a total of one (1) hardware upgrade during the ten (10) year agreement.

For software upgrades except for the one that coincide with the hardware refresh, existing hardware and the existing PremierOne interfaces will be re-utilized with the upgraded PremierOne System software.

All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of 30 business days prior to the commencement of upgrade activities.

Upgrade service activities will require components of the PremierOne system be down and unavailable for production use for up to 4-6 hours while upgrade activities are performed. The PremierOne CAD/Mobile and Jail subsystems will not exceed 12 consecutive hours of operational downtime. During this time period, the communication center and booking facility will need to be prepared to operate in a manual mode. Motorola is providing no consultation or preparation on the "manual" mode operation during upgrade activities.

Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

D. Upgrade Kickoff Teleconference

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an Upgrade Kickoff Teleconference that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants
- Review roles of key participants
- Review overall upgrade scope and objectives
- Review resource and scheduling requirements
- Review testing methodology
- Review and finalize project schedule with Customer.
- For the hardware refresh, conduct an assessment of the current system and create a draft refresh plan to include covered equipment, equipment requiring replacement, timing, preparedness activities, exclusions and inclusions.
- Deliver, deliver, review and finalize the hardware refresh plan.
- Create testing plan to test PremierOne upgrades on staging environment.
- Review testing plan and acceptance criteria.
- Review features/functions introduced in the new software release version

Motorola Responsibilities

Motorola's Project Manager will direct Motorola's efforts and serve as the primary point of contact for the Customer. The responsibilities of the Motorola Project Manager include:

1. Maintain project communications with the Customer's Project Manager.
2. Manage the efforts of Motorola project team and coordinate Motorola activities with the Customer's project team members.
3. Coordinate and oversee the installation of all licensed Motorola application software.
4. Review and manage the scope of work for the upgrade activities.
5. Review the upgrade acceptance criteria.

Customer Responsibilities

Customer will designate a Project Manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project Manager. The responsibilities of the Customer Project Manager include:

1. Maintain project communications with the Motorola Project Manager.
2. Identify the efforts required of Customer staff and assign appropriate resources to meet the Customer's task requirements described in this Statement of Work.
3. Act as liaison and coordinate with other Customer agencies, other governmental agencies and the Customer's vendors, contractors and common carriers, as applicable
4. Review and mutually approve upgrade acceptance criteria

Completion Criteria

This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

E. Upgrade Preparation

The objective of this task is to perform the preparatory steps necessary for the PremierOne upgrade.

Motorola Responsibilities

1. Perform scheduling and coordination tasks necessary to obtain required resources that will perform the upgrade of the PremierOne server software.
2. Confirm resource availability with Customer and reconfirm task dates.
3. For the hardware refresh, place the equipment order and ship to Motorola's staging facility (CCSI)
4. For the hardware refresh, install the system and application software at CCSI and ship to customer's facility.

Customer Responsibilities

1. Perform backup of PremierOne system software and data files.
2. Provide Motorola with a copy of the backed up software and data files.
3. For the hardware refresh, receive and store the staged system equipment.

Completion Criteria

This task is considered complete when Customer has the completed the onsite date backup and, for the hardware refresh, when hardware has been delivered to customer's facility.

F. Staging Environment (Software Upgrade Services)

The objective of this series of task is to install the upgrade software on a staged system environment and validate release functionality. For the hardware refresh, the staged system equipment will be installed in the customer's environment.

Motorola Responsibilities

1. Remotely create a staging environment on Customer's PremierOne server(s) to conduct and initial installation of the release software.
2. Travel to Customer site to perform upgrade tasks.

3. Install the version of software on the staging environment.
4. Verify PremierOne functionality in accordance with Software Release criteria.
5. Notify Customer of availability of the staging environment enabling Customer to perform Customer specific testing activities.

Customer Responsibilities

1. Observe testing on staging environment and acknowledge the delivery of the functionality introduced in the release.
2. Conduct testing on staging environment and notify Motorola of any functional errors or anomalies.

Completion Criteria

This task is considered complete when the staging environment is available for Customer testing.

G. Staging Environment (Hardware Refresh)

The objective of this series of tasks is to install the new system equipment in the customer's environment and validate release functionality.

Motorola Responsibilities

1. Install the system hardware at the customer's site.
2. Configure network and interface connectivity.
3. Restore system information from existing system to new system.
4. Verify PremierOne functionality in accordance with Software Release criteria.
5. Notify Customer of availability of the staging environment enabling Customer to perform Customer specific testing activities.

Customer Responsibilities

1. Observe functional verification of upgraded software on the new equipment and acknowledge the delivery of the functionality introduced in the release.
2. Conduct testing on staging environment and notify Motorola of any functional errors or anomalies.

Completion Criteria

This task is considered complete when the staging environment is available for Customer testing.

H. On-Site Upgrade Implementation

The objective of this task is to conduct on-site activities required to complete the migration of production operations to the upgraded PremierOne system.

Motorola Responsibilities

1. Travel to Customer site to perform upgrade tasks.
2. Bring down the existing production system, as necessary.
3. Reconfigure the data volumes on each of the existing-HP Blade Server, as needed.
4. Convert PremierOne CAD system files and or provisioning data files as required.

5. Establish (for hardware refresh) and test each interface connection to ensure operational use of each interface with the newly installed Software Release version.
6. Modify those interfaces affected by the installation of the Software Release version and modify each as needed to provided same functionality as was provided prior to the installation of the Standard Release and/or Product Release.
7. Test system and subsystem interfaces to validate operation in accordance with the originally installed interface requirement document.
8. Assist in Customer testing as requested by Customer and verify that each PremierOne subsystem component is ready to resume production operations.
9. Install the applicable PremierOne subsystem client application upgrades on up to ten (10) client workstations.
10. Train Customer on client upgrade process.
11. Train Customer's users on new or changed features and functions introduced through the Software Release of PremierOne.

Customer Responsibilities

1. With Motorola's assistance, coordinate the activities necessary to bring the production Premier One system down, i.e. close incidents, sign units and users off duty.
2. Support Motorola's software upgrade installation activities.
3. Provide and make available (during business hours, 8:00am to 5:00pm) the appropriate lines for the testing of interfaces, to include 911, WWVB, Toning, etc.
4. Verify that the system is ready to resume production operations.
5. Install the PremierOne subsystem client on workstations beyond those upgraded by Motorola.

Completion Criteria

This task is considered complete when each PremierOne subsystem component upgrade is verified by the Customer to be available to resume production operation.

I. PremierOne Production Cutover

Upon verification that the upgraded PremierOne system is operational and ready to resume production use, Motorola will assist the Customer with resuming operations on the upgraded system.

Motorola Responsibilities

1. Assist the Customer staff in resuming production operations on the upgraded system.
2. Provide up to eight hours of on-site support the day each upgraded subsystem component has resumed production use.

Customer Responsibilities

1. Schedule personnel to support the resumption of production use on the upgraded system.

Completion Criteria

This task is considered complete upon Customer resuming production operation of each PremierOne subsystem component.

J. Disposal of Replaced Hardware (Hardware Refresh)

The Customer is responsible for disposing of the original system hardware once operations have commenced on the upgraded system hardware.

K. PremierOne Upgrade Acceptance

The objective of this task is to certify completion of the PremierOne subsystem upgrade.

Completion Criteria

This task is considered complete upon Customer resuming production use of each affected PremierOne subsystem component.

Exhibit E

SYSTEM ACCEPTANCE CERTIFICATE
Public Safety Applications

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed, and all System or product documentation promised under the Agreement has been provided.

2. The System is accepted, except for any items listed on a punch list. The Parties will promptly complete their respective punch list responsibilities according to a mutually agreed schedule.

Customer Representative: Motorola Representative:

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

FINAL SYSTEM ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final System Acceptance.

Customer Representative: Motorola Representative:

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit F

Three Party Master Depositor Escrow Service Agreement

The Three Party Master Depositor Escrow Service Agreement is not applicable.